AGENDA - VICTORIA CITY COUNCIL

Thursday, October 17, 2019
COUNCIL CHAMBERS - 1 CENTENNIAL SQUARE
VICTORIA, BC
To be held immediately following the Committee of the Whole Meeting
The City of Victoria is located on the homelands of the Songhees and Esquimalt People

Pages

A. CONVENE COUNCIL MEETING

B. APPROVAL OF AGENDA

C. BYLAWS

C.1 Bylaws for 589 Toronto Street: Rezoning Application No. 00661 1

Third readings of Bylaws No. 19-074 and No. 19-075 were approved at the Public Hearing on October 10, 2019. Adoption of the bylaws can now be considered.

- **Adoption of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1196) No. 19-074
  - Housing Agreement (589 Toronto Street) Bylaw (2019) No. 19-075

D. CLOSED MEETING

MOTION TO CLOSE THE OCTOBER 17 2019 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)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

Section 90(1)(c) labour relations or other employee relations;

Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

E. APPROVAL OF CLOSED AGENDA

F. READING OF CLOSED MINUTES

F.1 Minutes from the Closed Meeting held October 3, 2019

G. UNFINISHED BUSINESS

G.1 Appointment - Community Charter Section 90(1)(a)

H. CORRESPONDENCE

I. NEW BUSINESS

I.1 Appointment - Community Charter Section 90(1)(a)

I.2 Legal Advice - Community Charter Section 90(1)(i)

I.3 Employee Relations - Community Charter Section 90(1)(c)

J. CONSIDERATION TO RISE & REPORT

K. ADJOURNMENT

NO. 19-074

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R2-58 Zone, Toronto Street Conversion District, and to rezone land known as 589 Toronto Street from the R-2 Zone, Two Family Dwelling District, to the R2-58 Zone, Toronto Street Conversion District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

1 This Bylaw may be cited as the "ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1196)".

2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule "B" under the caption PART 2 – ATTACHED DWELLING ZONES by adding the following words:

"2.152 R2-58 Zone, Toronto Street Conversion District"

3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 2.151 the provisions contained in Schedule 1 of this Bylaw.

4 The land known as 589 Toronto Street, legally described as PID: 003-542-823 Lot 7, Beckley Farm, Victoria, Plan 887, and shown hatched on the attached map, is removed from the R-2 Zone, Two Family Dwelling District, and placed in the R2-58 Zone, Toronto Street Conversion District.

READ A FIRST TIME the	**19th**	day of	**September**	2019
READ A SECOND TIME the	**19th**	day of	**September**	2019
Public hearing held on the	**10th**	day of	**October**	2019
READ A THIRD TIME the	**10th**	day of	**October**	2019
ADOPTED on the		day of		2019

CITY CLERK MAYOR

PART 2.152 – R2-58 ZONE, TORONTO STREET CONVERSION DISTRICT

2.152.1 Permitted Uses in this Zone

The following uses are the only uses permitted in this Zone:

a. Uses permitted in the R-2 Zone, Two Family Dwelling District, subject to the regulations set out in Part 2.1 of the Zoning Regulation Bylaw

b. Multiple Dwelling created through a house conversion of a building constructed prior to 1928 with no more than three self-contained dwelling units

c. Home occupation subject to the regulations in Schedule "D"

d. Accessory Buildings, subject to the regulations in Part 2.152.8, and for matters not regulated under Part 2.152.8, the regulations in Schedule "F".

2.152.2 Lot Area

a. Lot area (minimum)	423m^2

2.152.3 Floor Area, Floor Space Ratio

a. Floor space ratio (maximum)	0.55:1
b. Floor area per dwelling unit (minimum)	38.5m^2

2.152.4 Height, Storeys

a. Principal building height (maximum)	9.8m
b. Storeys (maximum)	2.5
c. Roof deck	permitted
d. Area of roof deck (maximum)	2.7m^2

2.152.5 Setbacks, Projections

a. Setback from the lot line along Toronto Street (minimum)	3.95m
b. Rear yard setback (minimum)	4.6m
c. Side yard setback – East (minimum)	2.85m
d. Side yard setback – West (minimum)	2.51m
e. Combined side yard setback (minimum)	5.36m

PART 2.152 – R2-58 ZONE, TORONTO STREET CONVERSION DISTRICT

2.152.6 Site Coverage, Open Site Space

a. Site Coverage (maximum)	40%
b. Open site space (minimum)	60%

2.152.7 Vehicle and Bicycle Parking

a. Vehicle and bicycle parking (minimum)	No parking is required for buildings constructed prior to 1928

2.152.8 Accessory Building Regulations

a. Rear Yard Setback (minimum)	0.3m
b. Side Yard Setback – East (minimum)	0.37m
c. Separation space between an accessory building and the principal building (minimum)	1.73m



589 Toronto Street
Rezoning No.0061

CITY OF VICTORIA

NO. 19-075

HOUSING AGREEMENT (589 TORONTO STREET) BYLAW
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement or rental housing for the lands known as 589 Toronto 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 enacts the following provisions:

Title

1 This Bylaw may be cited as the "HOUSING AGREEMENT (589 TORONTO STREET) BYLAW (2019)".

Agreement authorized

2 The Mayor and the City Clerk are authorized to execute the Housing Agreement

(a) substantially in the form attached to this Bylaw as Schedule A;

(b) between the City and Charmaine and Stephen Hayward or other registered owners from time to time of the lands described in subsection (c); and

(c) that applies to the lands known as 589 Toronto Street, Victoria BC, legally described as:

PID: 003-542-823, Lot 7, Beckley Farm, Victoria City, Plan 887.

READ A FIRST TIME the	**10th**	day of	**October**	2019
READ A SECOND TIME the	**10th**	day of	**October**	2019
READ A THIRD TIME the	**10th**	day of	**October**	2019
ADOPTED on the		day of		2019

CITY CLERK MAYOR

HOUSING AGREEMENT
(Pursuant to Section 483 of the *Local Government Act*)

AMONG:

THE CORPORATION OF THE CITY OF VICTORIA
#1 Centennial Square
Victoria, B.C. V8W 1P6
(the "**City**")

OF THE FIRST PART

AND:

STEPHEN FRANKLIN HAYWARD and CHARMAINE D'ARCY YVETTE HAYWARD, as Joint Tenants
#2 – 589 Toronto Street
Victoria, B.C., V8V 1P1
(collectively, the "**Owner**")

OF THE SECOND PART

AND:

FIRST NATIONAL FINANCIAL GP CORPORATION (Inc. No. A0067816)
1140 West Pender Street, Suite 600
Vancouver, B.C. V6E 4G1
(the "**Existing Chargeholder**")

OF THE THIRD PART

WHEREAS:

A. Capitalized terms not otherwise or elsewhere defined will have the respective meanings ascribed to them in section 1.1 of this Agreement;

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 589 Toronto Street and legally described as:

PID: 003-542-823
Lot 7 Beckley Farm Victoria City Plan 887
(the "**Lands**");

D. The Owner has applied to the City to rezone the Lands to permit retention of an existing third residential unit, use of attic space as living quarters, addition of a basement and overall upgrading of the heritage designated building now located on the Lands.

E. 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 that two of the three Dwelling Units within the Development will be used and held only as rental housing.

NOW THIS AGREEMENT WITNESSES that pursuant to section 483 of the *Local Government Act*, and in consideration of ten dollars now paid by the City to the Owners and 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:

"**Commencement Date**" means the date as of which this Agreement has been executed by all parties to it;

"**Development**" means the existing three-unit heritage designated building consisting of residential housing and related facilities on the Lands, as the same may be altered in accordance with any permits issued by the City;

"**Director**" means the person employed as the City's Director of Sustainable Planning and Community Development (or successor in name or function), and includes any person acting in that capacity and any person acting under his/her authority;

"**Dwelling Units**" means any or all, as the context may require, of the three 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;

"**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 8.3;

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

"**Term**" means the term of this Agreement which begins on the Commencement Date and ends on the later of:

(i) the fifth year anniversary of the Commencement Date; and

(ii) the date as of which Stephen and Charmaine Hayward are no longer the registered owners of the Lands.

1.2 In this Agreement:

(a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and

(b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

2.0 TWO DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

2.1 Throughout the Term the Owner covenants and agrees that two of the three Dwelling Units shall only be used as rental housing, and for that purpose each of those two rental Dwelling Units shall only be occupied by one or more tenants under the terms of a Tenancy Agreement between the Owner and the tenant(s) who occupy(ies) them.

3.0 NO RESTRICTIONS ON RENTALS

3.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to one or more tenants under the terms of a Tenancy Agreement.

3.2 Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to one or more tenants under the terms of a Tenancy Agreement.

4.0 REPORTING

4.1 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) at least two of the Dwelling Units are being rented or are vacant;

(b) all other requirements of this Agreement are being compiled with by the Owner and the Development,

together with such other information as may be requested by the Director from time to time.

4.2 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.

4.3 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.

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

5.1 Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner 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.

6.0 LIABILITY

6.1 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.

6.2 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.

7.0 PRIORITY AGREEMENT

7.1 The Existing Chargeholder, as the registered holder of a mortgage and assignment of rents registered against title to the Lands in the Land Title Office at Victoria, British Columbia, under numbers CA4400094 and CA4400225, respectively (collectively, the "**Prior Charges**") for and in consideration of the sum of One Dollar ($1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to Section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the Prior Charges in the same manner and to the same effect as if Notice had been filed prior to the Prior Charges.

8.0 GENERAL PROVISIONS

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

(a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and

(b) on the date of delivery if hand-delivered,

to the City:

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

Attention: Director of Sustainable Planning and Community Development
Fax: 250-361-0386

to the Owner:

Stephen and Charmaine Hayward
#2 -589 Toronto Street
Victoria, B.C., V8V 1P1

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

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

(b) notice sent by the impaired service is considered to be received on the date of delivery, and

(c) 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.

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

8.3 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.

8.4 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.

8.5 HEADINGS. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

8.6 LANGUAGE. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

8.7 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

8.8 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.

8.9 ENTIRE AGREEMENT. This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

8.10 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.

8.11 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.

8.12 LAW APPLICABLE. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

8.13 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) relieves 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.

8.14 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.

8.15 COUNTERPARTS. This Agreement may be executed in counterparts and delivered by facsimile or 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.

8.16 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 signatories:)

_____)
MAYOR Lisa Helps)

_____)
CITY CLERK Chris Coates)

Date signed:_____

STEPHEN FRANKLIN HAYWARD

Date Signed: July 26, 2019

CHARMAINE D'ARCY YVETTE HAYWARD

Date signed: 07/26/19

FIRST NATIONAL FINANCIAL GP CORPORATION by its authorized signatory(ies):

Print Name: _____

Print Name: _____

Date signed: _____

STEPHEN FRANKLIN HAYWARD

_____

Date Signed: _____

CHARMAINE D'ARCY YVETTE HAYWARD

_____

Date signed:_____

FIRST NATIONAL FINANCIAL GP CORPORATION by its authorized signatory(ies):

_____
Print Name: Lisa White
Senior Vice President, Mortgage Operations

_____
Print Name: Marisa De Oliveira
Assistant Manager Documentation

Date signed: July 29, 2019

Donald Michael Amoroso, Notary Public, City of Toronto, limited to the attestation of instruments and the taking of affidavits, for First National Financial LP, First National Financial GP Corporation, and First National Financial Corporation. Expires November 7, 2021.

First National Financial LP
100 University Ave., N. Tower,
Suite 700
Toronto, Ontario M5J 1V6