

#### REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, October 14, 2021

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. READING OF MINUTES
- \*D. CLOSED MEETING
  - \*D.1. MOTION TO CLOSE THE OCTOBER 14, 2021 CTFCOTW MEETING TO THE PUBLIC

Addendum: New Item

MOTION TO CLOSE THE OCTOBER 14, 2021 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)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
- \*E. OPEN MEETING
- F. UNFINISHED BUSINESS
  - F.1. Reconsideration of a portion of Council Motion on Rental Business Licensing Bylaw

Referred from the October 7, 2021 Daytime Council meeting.

Reconsideration of a matter from the September 16, 2021 Council meeting.

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 Approval of the updated motion for Development Permit Application No. 000567

Dedication Removal Bylaw, 2021 No. 21-067

Vining Street and North Park Street Road Closure and

The application is ready to proceed to Public Hearing and proposes to increase

the density and permit a multi-unit residential development consisting of approximately 158 affordable and below-market rental dwelling units within five buildings.

## I.2. Bylaw for Permissive Tax Exemption

201

- Adoption of:
  - Tax Exemption (Permissive) Bylaw, 2022 No. 21-079

The purpose of this bylaw is to provide tax exemption for lands or improvements which qualify for a permissive exemption under section 224 of the Community Charter.

## I.3. Bylaw for Business Recovery from Pandemic Bylaw

203

Pending approval at COTW October 14, 2021

- 1st, 2nd, and 3rd Readings of:
  - Business Recovery from Pandemic Bylaw Amendment Bylaw (No. 2) No. 21-095

#### J. NEW BUSINESS

## J.1. Short Term Rental Business License Appeal for 408 Superior Street

204

#### Referred from the October 7, 2021 Daytime Council meeting.

A report regarding an appeal of the License Inspector's denial of a business license for the short-term rental unit at 408 Superior Street.

#### K. CLOSED MEETING

#### MOTION TO CLOSE THE OCTOBER 14, 2021 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)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

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

- L. APPROVAL OF CLOSED AGENDA
- M. READING OF CLOSED MINUTES
- N. UNFINISHED BUSINESS
- O. CORRESPONDENCE
- P. NEW BUSINESS
  - P.1. Appointment Community Charter Section 90(1)(a)
  - P.2. Land Community Charter Section 90(1)(e)
  - P.3. Land Community Charter Section 90(1)(e)
  - \*P.4. Legal Advice Community Charter Section 90(1)(i)

Addendum: New Item

- Q. CONSIDERATION TO RISE & REPORT
- R. ADJOURNMENT



## Council Member Motion Council Meeting of October 7 2021

Date: October 4 2021

From: Mayor Helps

Subject: Reconsideration of a portion of Council Motion on Rental Business Licensing Bylaw

Pursuant to the authority granted Mayors in the Community Charter under section 131 to require an issue for reconsideration within 30 days of the motion passing, I am respectfully exercising that authority for reconsideration of the Rental Business Licensing Bylaw made by Council on September 16<sup>th</sup> and requesting that Council reconsider a portion of its decision.

## **Background**

On September 16<sup>th</sup>, Council adopted the following recommendations with respect to the Rental Business Licensing Bylaw:

- That Council direct staff to report back with an updated bylaw
  to augment and fill the gaps in the Provincial legislation, with
  an aim of providing displaced tenants with assistance during
  renovations and preserving affordability when the renovated
  unit is ready for occupation.
- 2. And that Council direct staff to send the drafted bylaw to the Renters Advisory Committee.

That Council direct the Director of Sustainable Planning and Community Development to:

- Monitor the implementation of the provincial legislative updates and report back to Council in the fall of 2022 on its efficacy and whether future City initiatives to further enhance protections for tenants are needed;
- 4. Facilitate public awareness and access to information regarding RTA requirements on repair and renovations of rental housing;
- 5. Undertake tenant capacity-building and outreach activities regarding RTA requirements on repair and renovations of rental housing.

Since Council gave staff direction, new information has come to light which I believe warrants Council's thoughtful consideration with respect to #1 and #2 above, which are the sections I am asking Council to reconsider.

#### **New Westminster Bylaw**

In the attached submission from the City of New Westminster to the Supreme Court of Canada, New Westminster's legal counsel notes that "The City's Bylaw 8123 (the 'Impugned Bylaw') – which places restrictions on the practice of 'renoviction' – is no longer operable. It has been made entirely inoperable by legislation that came into force on July 1, 2021."

Council's direction to staff on September 16 to "report back with an updated bylaw to augment and fill the gaps in the Provincial legislation," was premised in part on the existence of New Westminster's bylaw. With New Westminster's bylaw inoperable, staff advise that they would need to start completely from scratch, reconsider and determine the City's legal authority in light of the new Provincial legislation, and develop a bylaw based on filling gaps in the new provincial legislation which has not yet been tested. This will result in a.) a large body of work that will delay other items in the City's Housing Strategy and b.) a guessing game about how to practically fill gaps that may or may not arise depending on how strictly the new Provincial legislation is applied to protect tenants.

#### Successful Advocacy, Tenant Protection, and New Rental Housing

Council has been advocating to the Province for many years to increase protection for tenants through the Residential Tenancy Act. Council's advocacy helped to bring about the significant changes implemented by the Province in July.

Further advocacy is required to enable Council to apply the City's Tenant Assistance Policy at the time of Development Permit and Building Permit where tenants are to be displaced, not only at Rezoning. This was suggested by local rental building owners as a reasonable compromise – assisting existing tenants while making building safety and energy efficiency upgrades yet not prohibiting their ability to make a return on renovated buildings, which is what is required to undertake significant upgrades.

It is therefore recommended that Council advocate to the Province to allow local governments to have the authority to require tenant protections such as the application of the City's Tenant Assistance Policy at the issuance of Building Permits and Development Permit where tenant relocation is required.

The City's Housing Futures Report recently presented to Council indicates a significant need for new housing. In addition to allowing time for staff to monitor the outcomes of the application of the new Provincial legislation, not having to start from scratch and draft a new bylaw now will allow staff to get to work on the long-awaited rental incentives program to incentivize the creation of much-needed new rental housing and also to begin work on the much-needed family housing policy.

In addition, while there will be some market-based affordable units lost as buildings are upgraded and renovated, there is more new non-market housing under development now

than at an point in recent history in the region, including 745 units in Victoria through the Community Housing Fund program.

Included in this list is all CHF projects in progress in the Capital Regional District (under construction, in development, initiated) that are announced or otherwise known to be public for the next three years as at July 31st, 2021

Prepared By: BC Housing's Development and Asset Strategies Business Administration Department

Source: Minister's Report – July 31, 2021 & CPS

PROGRAM 🔻	PHASE	FILE	PROJ ▼	HOUSING PROVIDER	PROJECT ADDRESS	COMMUNITY -	REGIONAL DISTRICT 🔻	REGION	UNITS *	ESTIMATED COMPLETION DATE 🗐
CHF	Under Construction	95735	10610	Capital Regional Housing Corporation	2780 Spencer Rd	Langford	Capital	Vancouver Island	58	2022 SUMMER
CHF	Under Construction	32001	7713	Island Women Against Violence	132 Corbett Rd	Salt Spring Island	Capital	Vancouver Island	30	2022 SPRING
CHF	Under Construction	94238	7715	The Gorge View Society	11 Chown Pl	Victoria	Capital	Vancouver Island	58	2022 FALL
CHF	Initiated	94514	8101	Dawson Heights Housing Society	3700 Cedar Hill Rd	Saanich	Capital	Vancouver Island	85	2023 WINTER
CHF	In Development	37303	8566	Greater Victoria Housing Society	874 Fleming St	Esquimalt	Capital	Vancouver Island	137	2023 FALL
CHF	In Development	94339	8564	The Victoria Cool Aid Society	3020 Douglas St	Victoria	Capital	Vancouver Island	100	2023 FALL
CHF	Under Construction	94667	8354	Pacifica Housing Advisory Association	1025 Johnson St	Victoria	Capital	Vancouver Island	130	2023 JAN
CHF	In Development	94585	8210	Pacifica Housing Advisory Association	496 Cecilia Rd	Victoria	Capital	Vancouver Island	88	2023 WINTER
CHF	Initiated	94797	8515	Capital Region Housing Corporation	1211 Gladstone Ave	Victoria	Capital	Vancouver Island	155	2024 SPRING
CHF	Initiated	95483	10970	Capital Region Housing Corporation	930 Pandora Ave	Victoria	Capital	Vancouver Island	170	2024 FALL
CHF	In Development	91141	8638	Capital Region Housing Corporation	330, 336 Michigan Street	Victoria	Capital	Vancouver Island	44	2023 FALL

This does not include additional projects that are funded through other programs such as the Regional Housing First Program or the new supportive housing units under construction, although the latter are aimed at a different demographic than those who would be displaced from low-end-of-market units through building renovations.

#### Conclusion

The inoperability of the New Westminster bylaw would require staff to start from scratch in a landscape that is unclear given the untested legislation. This is a large body of work that will take away from staff's ability to get to work on the creation of rental incentives to keep the flow of new rental buildings coming through the development pipeline before the conditions that currently make building rental housing viable come to an end, as well as to develop a new family housing policy. It is therefore recommended that Council adopt the two recommendations below.

#### Recommendations

- 1. That Council vote against #1 and 2 above when the matter is on the table for reconsideration, allowing #s 3-5 to stand as this was the original direction from staff.
- 2. That Council Suspend development of a Rental Business Licensing Bylaw given changes to the provincial Residential Tenancy Act (RTA) designed to prevent evictions carried out to renovate or repair a rental unit that came into effect on July 1, 2021.
- 3. That Council advocate to the Province to allow local governments to have the authority to require tenant protections such as the application of the City's Tenant Assistance Policy at the issuance of Building Permits and Development Permits where tenant relocation is required.

Respectfully submitted,

Mayor Lisa Helps

#### SCC COURT FILE NO.: 39773

## IN THE SUPREME COURT OF CANADA

(ON APPEAL FROM THE COURT OF APPEAL OF BRITISH COLUMBIA)

**BETWEEN:** 

1193652 B.C. LTD.

**APPLICANT** 

(Appellant)

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

RESPONDENT

(Respondent)

AND:

TENANT RESOURCE & ADVISORY CENTRE and RENTAL HOUSING COUNCIL OF BRITISH COLUMBIA dba LANDLORDBC

**INTERVENERS** 

(Intervenors)

## RESPONSE TO APPLICATION FOR LEAVE TO APPEAL (THE CORPORATION OF THE CITY OF NEW WESTMINSTER, **RESPONDENT**)

(Pursuant to Rule 27 of the Rules of the Supreme Court of Canada)

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#### PART I – OVERVIEW AND STATEMENT OF FACTS

#### A. OVERVIEW

- 1. This application for leave is in respect of a moot matter. Even if it were not in respect of a moot matter, the application does not raise any issue of public importance requiring this Honourable Court's attention. The City's Bylaw 8123 (the "Impugned Bylaw") – which places restrictions on the practice of "renoviction" – is no longer operable. It has been made entirely inoperable by legislation that came into force on July 1, 2021. On this basis alone, the City says that the Court should decline to hear the appeal, which will have no practical effect.
- 2. The applicant says that this case raises issues concerning the standard of review to be applied to a jurisdictional boundary issue. This case raises no such issue. The Court below dealt only with the powers of the City. It did not decide any question concerning the jurisdiction of any other administrative body. The Court of Appeal soundly described and applied the principles set down by this Court in Canada (Minister of Citizenship and Immigration) v. Vavilov, 2019 SCC 65 (Vavilov).
- 3. On the merits of the administrative decision under review, the applicant argues that this Court should provide guidance on the principles to be applied in deciding whether a municipal bylaw is ousted by provincial legislation dealing with the same general subject matter. Such guidance is not required. In British Columbia, the issue is governed by section 10 of the Community Charter, which the Court below correctly found sets out the only way in which a municipal bylaw in British Columbia may conflict with another provincial enactment. The applicant did not seek to establish an inconsistency of the kind contemplated by that section. Instead, it advanced a theory of implied inconsistency that is incompatible with it.
- 4. In British Columbia, the principles around conflict of municipal bylaws and provincial enactments, set out by this Court in 114957 Canada Ltée (Spraytech, Société d'arrosage) v. Hudson (Town), 2001 SCC 40 (Spraytech) have been codified in British Columbia by section 10 of the Community Charter, S.B.C. 2003, c. 26. Those principles and the effect of that section require no further explication. The applicant does not offer an alternative interpretation of section

<sup>&</sup>lt;sup>1</sup> The Impugned Bylaw amended and is part of the City's Business Regulations and Licensing (Rental Units) Bylaw.

10. Instead, it maintains a theory of inconsistency that is incompatible with it. Municipal bylaws in British Columbia cannot be ousted by provincial enactments except as contemplated by section 10.

#### **B. THE DECISIONS BELOW**

- 5. This case was originally heard in the British Columbia Supreme Court by Chief Justice Hinkson.<sup>2</sup> At the hearing, which was one month prior to the release of *Vavilov*, the parties agreed that the standard of review was correctness.<sup>3</sup> Chief Justice Hinkson applied the correctness standard to all issues before him, including: (1) whether the Impugned Bylaw was unauthorized by section 8(6) of the *Community Charter* because it was not a "regulation" within the meaning of that term;<sup>4</sup> (2) whether, as a matter of statutory interpretation, the Impugned Bylaw was authorized by section 8(3)(g) of the *Community Charter*;<sup>5</sup> and (3) whether, because the Impugned Bylaw was in pith and substance a bylaw that deals with landlord and tenant matters, the Impugned Bylaw was impliedly precluded by the presence of *Residential Tenancy Act*, S.B.C. 2002, c. 78 (*RTA*), which occupied the field.<sup>6</sup>
- 6. Chief Justice Hinkson dismissed all three of the arguments above. Regarding the two statutory interpretation questions posed, Chief Justice Hinkson performed his own interpretation of sections 8(6) and 8(3)(g) of the *Community Charter* and found that the Impugned Bylaw was authorized on the correctness standard. On the third ground of review, the Chief Justice noted that the applicant urged the Court to apply an "occupied field" approach that the Supreme Court of Canada had renounced in its decision in *Spraytech*. However, his judgment rested centrally on section 10 of the *Community Charter*:

More importantly, s. 10 of the *Community Charter* governs the relationship between municipal bylaws and provincial enactments in British Columbia. Section 10 contemplates an overlap between municipal bylaws and provincial enactments and does not prohibit a municipal bylaw from dealing directly with the same subject

<sup>&</sup>lt;sup>2</sup> 1193652 B.C. Ltd. v. New Westminster (City), 2020 BCSC 163 ("BCSC Reasons")

<sup>&</sup>lt;sup>3</sup> BCSC Reasons at para. 30 citing *United Taxi Drivers' Fellowship of Southern Alberta v. Calgary (City)*, 2004 SCC 19

<sup>&</sup>lt;sup>4</sup> BCSC Reasons at paras. 50-55

<sup>&</sup>lt;sup>5</sup> BCSC Reasons at paras. 56-60

<sup>&</sup>lt;sup>6</sup> BCSC Reasons at paras. 41-49, 61-77

<sup>&</sup>lt;sup>7</sup> BCSC Reasons at paras. 71-74

matter as a provincial enactment, unless there is an inconsistency in the manner specified by s. 10.8

- 7. In the British Columbia Court of Appeal, the applicant abandoned its two statutory interpretation grounds of review and focused only on its implied exclusion argument, alleging that because the Impugned Bylaw trenched on an all-inclusive legislative scheme, it was unauthorized. The applicant also argued that the case engaged two of the exceptions to the presumption of reasonableness review the exception for "general questions of law of central importance to the legal system as a whole" and the exception for a question that determines the "jurisdictional boundaries between two competing administrative bodies". <sup>10</sup>
- 8. The Court rejected the applicant's characterization of the single question on appeal, noting that the question was not whether a municipality was authorized to legislate in respect of an exhaustive provincial scheme. Such a question, which includes an assertion of exclusive jurisdiction, presupposed a lack of municipal jurisdiction. Rather, it characterized the question posed as whether the *Community Charter* authorized the Impugned Bylaw despite the fact that the *RTA* also regulated in relation to landlord-tenant matters.<sup>11</sup>
- 9. To this question, the Court applied a reasonableness standard of review, finding that neither of the exceptions to the presumption of reasonableness review were applicable. On the "general questions" exception, the Court found that, while the Impugned Bylaw and its effects may have been a matter of public concern, it was not a question of importance to the legal system as a whole. <sup>12</sup> The Court also noted that the question posed by the applicant was "too abstract to constitute a centrally important general question of law". <sup>13</sup>
- 10. Dealing with the "jurisdictional boundaries" exception, the Court reviewed the relevant cases in detail, including *Regina Police Assn. Inc. v. Regina (City) Board of Police Commissioners*, 2000 SCC 14, *Quebec (Commission des droits de la personne et de la p*

<sup>&</sup>lt;sup>8</sup> BCSC Reasons at para. 75

<sup>&</sup>lt;sup>9</sup> 1193652 B.C. Ltd. v. New Westminster (City), 2021 BCCA 176 (BCCA Reasons) at para. 37

<sup>&</sup>lt;sup>10</sup> BCCA Reasons at paras. 47-58

<sup>&</sup>lt;sup>11</sup> BCCA Reasons at para. 46

<sup>&</sup>lt;sup>12</sup> BCCA Reasons at paras. 47-48

<sup>&</sup>lt;sup>13</sup> BCCA Reasons at para. 48

*jeunesse*) v. Quebec (Attorney General), 2004 SCC 39, and Weber v. Ontario Hydro, 1995 CanLII 108 (SCC), [1995] 2 S.C.R. 929, finding that the exception did not apply.<sup>14</sup>

11. On the merits, the Court found that section 10 of the *Community Charter*, as recognized by the Chief Justice in the lower court, governed the relationship between municipal bylaws and provincial enactments. No assessment of the comprehensiveness of provincial legislation could, in British Columbia, be done without accounting for this provision, the object of which is to delineate the circumstances in which a municipal bylaw can be found to be inconsistent with a provincial enactment. Further, the Court found that the *RTA* included no express right to charge market rent after a tenant exercised a right of first refusal following a renoviction, and there could therefore be no operational conflict or "statutory disharmony" occasioned by the operation of the Impugned Bylaw. Finally, the Court found that the City's interpretation of its enabling provisions in the *Community Charter* was reasonable and based on a textual, contextual, and purposive approach to the statute. In contrast, the applicant had identified no ambiguous statutory language, relying largely on dated extrinsic evidence.

#### C. FACTS

- 12. The City agrees with the facts as set out at paragraphs 4 to 11 of the applicant's leave memorandum, except to the extent indicated below.
- 13. In response to paragraph 5, where the applicant states that it "requires vacant possession in order to perform the renovations because of their scope", the City notes that this is merely an assertion, as the applicant has never proven, for example, in a proceeding before the Director of the Residential Tenancy Branch, that the renovations are necessary.
- 14. Similarly, the applicant never sought to avail itself of the exemption provision in section 48 of the Impugned Bylaw, which allowed a landlord to seek an exemption from the City Council if the renovations are proven to be necessary.

<sup>&</sup>lt;sup>14</sup> BCCA Reasons at para. 56

<sup>&</sup>lt;sup>15</sup> BCCA Reasons at para. 80

<sup>&</sup>lt;sup>16</sup> BCCA Reasons at para. 81

<sup>&</sup>lt;sup>17</sup> BCCA Reasons at para. 82

#### **PART II – QUESTIONS IN ISSUE**

- 15. The questions raised by the applicant at paragraphs 12(a) and (c) of its leave memorandum are tautological and thus plainly not in issue on this appeal. Those paragraphs describe questions in which the premise of the question (the Legislature intends the *RTA* to be the only legislation dealing with landlord/tenant matters) is also the answer to it (a municipality may not enact legislation dealing with such matters). It is simply nonsensical to ask, as the applicant does at paragraphs 12(a) and (c), whether the City may regulate in an area intended to be exhaustively dealt with by the *RTA*, because if the Legislature did indeed intend the matter to be exhaustively dealt with by the *RTA* (which is the whole issue in the case), then of course the City cannot regulate in that area.
- 16. The issue raised at paragraph 12(b), regarding the framework for assessing whether a provincial scheme is exhaustive, to the exclusion of municipal legislation and despite a lack of conflict, is not of public or national importance. Such matters are entirely governed by the legislation of the particular province at issue, and in British Columbia are governed by section 10 of the *Community Charter*. The applicant does not ask this Court to interpret or apply section 10. Instead, it asks this Court to ignore that section and entertain an appeal based on outdated occupied field principles, since displaced by this Court's own jurisprudence.

#### PART III – ARGUMENT

#### A. MOOTNESS

17. The City says that any appeal is now moot. As to the first step in the test set out in *Borowski v. Canada*, 1989 CanLII 123 (SCC), it is clear that a decision in this case will have no practical effect on the rights of the parties. This is because the Impugned Bylaw no longer has any legal effect.

#### The Impugned Bylaw has no Legal Effect

- 18. Bill 7-2021: *Tenancy Statutes Amendment Act, 2021*, received Royal Assent on March 25, 2021. When it came into force on July 1, 2021, Bill 7 repealed section 49(6)(b) of the *RTA*, which had previously been the key provision of the *RTA* at issue in this case, and which stated:
  - 49(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
    - (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
- 19. Section 49(6)(b) of the *RTA* was permissive, allowing the landlord to end the tenancy by issuing a notice to end a tenancy pursuant to section 49(2)(b), if the set of conditions in section 49(6)(b) had been satisfied. A tenant, who had been served with a notice to end a tenancy and who believed that the landlord did not meet all of the conditions required by section 49(6)(b), was free to apply to the Residential Tenancy Branch for dispute resolution under section 49(8).
- 20. On July 1, 2021, section 49(6)(b) was replaced with section 49.2, which states:
  - 49.2 Subject to section 51.4 [tenant's compensation: section 49.2 order], a landlord may make an application for dispute resolution requesting an order ending a tenancy, and an order granting the landlord possession of the rental unit, if all of the following apply:
    - (a) the landlord intends in good faith to renovate or repair the rental unit and has all the necessary permits and approvals required by law to carry out the renovations or repairs;
    - (b) the renovations or repairs require the rental unit to be vacant;
    - (c) the renovations or repairs are necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located;
    - (d) the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement.

<sup>&</sup>lt;sup>18</sup> The Court of Appeal had this proposed legislation before it, referencing it at para. 20 of their reasons rendered on April 30, 2021, but did not comment on its potential legal effect.

- 21. Section 49.2 creates a process where the landlord is no longer able to end a tenancy by serving notice on the tenant. Rather, the landlord must apply for an order of possession pursuant to the dispute resolution process.
- 22. The Impugned Bylaw can no longer apply because the circumstances that would have triggered its application the service of the notice to end a tenancy under section 49(2)(b) as a textual matter, can no longer exist. Section 47 of the Impugned Bylaw begins with the words "[n]o *owner* shall deliver to any tenant a notice of termination of their tenancy of a *rental unit* in order to renovate or repair the *rental unit*…". Since there is no ability for a landlord to serve a tenant with a notice to end a tenancy as that procedure has been replaced by an application for dispute resolution followed by an order of possession the Impugned Bylaw cannot operate.
- 23. The applicant is therefore, along with all other landlords in the City, no longer bound by any of the requirements in the Impugned Bylaw. A landlord wishing to proceed with renovations, for which it believes that vacant possession is required, must apply for dispute resolution as the *RTA* now contemplates. Because the Province has stepped in and created a process that renders the Impugned Bylaw inapplicable, this Court's decision would not resolve any controversy that affects the rights of the parties.
- 24. This is, as this Court in *Borowski* highlighted, a case in which an event has occurred such that there is no longer any live controversy between the parties. <sup>19</sup> One of the examples cited in *Borowski* was *Moir v. The Corporation of the Village of Huntingdon (1891)*, 19 S.C.R. 363, where a municipal bylaw challenged on the ground that it was *ultra vires* was repealed prior to the hearing. This meant that the appealing party had no real interest in the decision, which would only affect the parties as regards costs. <sup>20</sup> While here the Impugned Bylaw has not been repealed, the situation is analogous, as it no longer has any effect on a landlord's ability to gain an order of possession in relation to the units it wishes to renovate.
- 25. The authorities further confirm that an appeal can be rendered moot where the "legislative matrix" has changed. <sup>21</sup> For example, in *McKenzie v. British Columbia (Minister of*

<sup>20</sup> See also Norman v. Port Moody (City of), 1996 CanLII 3027

<sup>&</sup>lt;sup>19</sup> *Borowski* at para. 16

<sup>&</sup>lt;sup>21</sup> McKenzie v. British Columbia (Minister of Public Safety and Solicitor General), 2007 BCCA 507 at para. 25; Vancouver (City) v. Weeds Glass and Gifts Ltd., 2020 BCCA 46

Public Safety and Solicitor General), 2007 BCCA 507 (McKenzie), the appellant residential tenancy arbitrator challenged her without cause termination based on both an interpretation of the relevant provision of the Public Sector Employers Act, R.S.B.C. 1996, c. 384 and an argument that such a termination was unconstitutional through its violation of the unwritten constitutional principle of judicial independence. The respondents conceded that the summary manner in which the appellant was dismissed did not meet the requirements of procedural fairness and consented to an order quashing the Minister's decision to terminate her.<sup>22</sup>

- 26. After that case was decided by the British Columbia Supreme Court, which included a decision on both the constitutional question and the statutory interpretation question, and very shortly after the notice of appeal was filed, amendments to the *RTA* were brought into force. These amendments created a "dispute resolution" scheme, which no longer included persons defined as "residential tenancy arbitrators", and specifically created a system in which dispute resolution officers were no longer subject to *PESA*. <sup>23</sup> Despite the fact that the parties urged the Court to decide the matter on appeal, the Court declined to decide either issue. <sup>24</sup>
- 27. The reasoning in *McKenzie* reveals analogous concerns to those presented by this case. When Bill 7 became law on July 1, 2021, the legislative matrix within which the British Columbia Supreme Court and the Court of Appeal considered the Impugned Bylaw ceased to exist. Leaving aside the fact that there is no live dispute between the parties, because the City's bylaw has no operation, the questions posed regarding inconsistency and jurisdictional conflict should not be adjudicated by this Court on a first instance basis. The larger question at issue whether "landlord-tenant matters" is a subject-matter in which the Province has occupied the field so as to preclude municipal regulation has become academic insofar as it will have no practical effect on the rights of the applicant.<sup>25</sup> The matter would become non-academic only in a proceeding challenging a new bylaw that had been adopted in accordance with the current legislative matrix.

<sup>22</sup> *McKenzie* at para. 5

<sup>&</sup>lt;sup>23</sup> *McKenzie* at para. 17-18

<sup>&</sup>lt;sup>24</sup> McKenzie at paras. 25-26

<sup>&</sup>lt;sup>25</sup> Borowski at paras. 15-16

#### This Court Should Not Exercise its Discretion to Hear the Moot Appeal

- 28. This Court should not exercise its discretion to hear a moot appeal in this case. In *Borowski*, Sopinka J. set out a list of three criteria to consider in deciding whether to hear a moot appeal: (1) a requirement for an adversarial context; (2) the concern with judicial economy; (3) the proper law-making function of the Court.
- 29. Here, the requirement for an adversarial context is met.<sup>26</sup> The City disagrees with the applicant's framework through which it would have courts adjudicate allegations of inconsistency between municipal bylaws and provincial enactments. While the City asserts that such allegations are governed only by section 10 of the *Community Charter*, and must account for the interpretation of that provision, the applicant asserts that municipal regulation in a subject-area may be found to be inconsistent with the *implied* intention of the Legislature, as inferred from the comprehensiveness of its legislation, even though the conditions of inconsistency identified in section 10 are not satisfied.
- 30. Regarding the second criterion the concern with judicial economy the City says that it would be a waste of judicial resources for this appeal to be considered. This issue is not evasive of review. Cases that fall into this category are ones which, by their very nature, are "recurring in nature, but brief in duration", such as, for example, a *habeas corpus* application.<sup>27</sup>
- 31. Were the City, or any other local government, to adopt a subsequent bylaw regulating evictions, it would be open to the applicant or any other person, subject to the law of standing, to challenge it either on judicial review or pursuant to section 623 of the *Local Government Act*. Any such legislative action on the part of a local government would, however, need to be undertaken in full view of Bill 7's amendments to the *RTA*.
- 32. As regards the third consideration the proper law-making function of the Court the City says that the words of Stratas J.A. in *Canadian Union of Public Employees (Air Canada Component) v. Air Canada*, 2021 FCA 67 (*CUPE*) are apt:

As for the third consideration, gratuitously interpreting the former wording of the provision in issue, in a case with no practical consequences, just to create a legal

<sup>27</sup> Mission Institution v. Khela, 2014 SCC 24 at paras. 13-14

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<sup>&</sup>lt;sup>26</sup> Wilson Olive and Friends Aquifer v. Keys (Rural Municipality), 2020 SKCA 124 at para. 19

precedent, would be a form of law-making for the sake of law-making. That is not our proper task.

The mootness issue assumes greater significance following *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, 441 D.L.R. (4th) 1. There, the Supreme Court underscored that courts must consider expediency and cost-efficiency when considering applications for judicial review and should not grant remedies when they serve no useful purpose: at para. 140, citing *Alberta (Information and Privacy Commissioner) v. Alberta Teachers' Association*, 2011 SCC 61, [2011] 3 S.C.R. 654 at para. 55.<sup>28</sup>

- 33. The two rationales above are applicable to this case. Absent an ability to make any order that would affect the applicant's rights, which are now solely governed by the *RTA*, this Court would be engaging in law-making with no practical consequences. The applicant poses wideranging questions, which by implication ask this Court to vary or overturn its reasoning in *Spraytech*, and quite clearly ask this Court to provide an opinion on the application of section 10 of the *Community Charter*. Those questions which go to conflict and inconsistency ought not to be decided without the benefit of considered reasons from the lower courts dealing with the legislation at issue. The inconsistency analysis set down by this Court in *Spraytech*, as codified by section 10 of the *Community Charter*, is fundamentally an exercise grounded in statutory interpretation of the particular provisions that are said to conflict with each other.<sup>29</sup> Such questions should not be decided by this Court at first instance.
- 34. The two rationales highlighted by Stratas J. in *CUPE* are augmented in this case by the fact that the decision is a legislative one. As noted above, any subsequent bylaw that a local government might choose to pass would have to be undertaken in view of Bill 7's amendments to the *RTA*. Without speculating on either the merits or wisdom of any future bylaw dealing with the issue of evictions, it is quite clear now that there are different considerations at play than were present under the old regime. It may be that all local governments in British Columbia, including the City, will determine that section 49.2 of the *RTA* adequately addresses the problem of 'renovictions' through its mandatory dispute resolution process and applicable legal test. Any subsequent local government bylaw dealing with this particular subject-matter would need to be

<sup>28</sup> *CUPE* at paras. 13-14

<sup>&</sup>lt;sup>29</sup> Spraytech at para. 38 citing British Columbia Lottery Corp. v. Vancouver (City), 1999 BCCA 18

evaluated by a reviewing court taking into account the text of the bylaw and the new section 49.2 of the *RTA*.

#### B. THERE IS NO QUESTION OF PUBLIC IMPORTANCE

#### Introduction

- 35. If this Court does not consider the appeal to be moot, denying leave on that basis, the City opposes the granting of leave on the merits. The issues raised by the applicant are not of sufficient public importance as to warrant the attention of this Court.
- 36. The applicant alleges that the Court of Appeal improperly deferred on a question of "jurisdictional boundaries". That is not correct. The Court did not decide the line between the jurisdiction of the City and Director of Residential Tenancies, as the leave application implies. This case is much simpler than that. It concerned only the question whether the City has the statutory authority to enact a bylaw governing evictions, having regard to all relevant statutory provisions, including provisions in both the *Community Charter* and the *RTA*. In answering that question, the Court of Appeal evaluated the reasonableness of the City's interpretation of its enabling statute, but in doing so it did not adopt an interpretation of any statutory provision governing the authority of the Director of Residential Tenancies (who clearly does not have authority to adopt a bylaw of the kind adopted by the City), let alone defer to the City as regards the interpretation of any such provision.
- 37. As will be explained below, the applicant's proposed framing of the issues is almost entirely inaccurate. When the issues decided by the Courts below are properly identified, it becomes clear there is no reason for this Court to be concerned about the implications of the Court of Appeal's approach to the resolution of them, nor with the resolutions themselves.

#### The City's Authority

38. The City adopted a bylaw establishing conditions that must be met by a landlord before the landlord may terminate a tenancy agreement for the purpose of renovating the rental unit to which the tenancy agreement relates. It adopted the Impugned Bylaw pursuant to both sections 8(6) and 8(3)(g) of the *Community Charter*, both of which provide clear authority for it. Those sections are as follows:

- 8(6) A council may, by bylaw, regulate in relation to business.
- 8(3) A council may, by bylaw, regulate, prohibit and impose requirements in relation to the following:
  - (g) the health, safety or protection of persons or property in relation to matters referred to in section 63 [protection of persons and property];
- 39. Section 8(3)(g) refers to section 63 of the *Community Charter*, which is as follows:
  - 63 The authority of a council under section 8 (3) (g) [spheres of authority protection of persons and property] may be exercised in relation to the following:
    - (f) rental units and residential property, as those are defined in the *Residential Tenancy Act*, that are subject to a tenancy agreement, as defined in that Act.
- 40. Section 8(6) authorizes British Columbia municipalities to regulate in relation to "business", including the business of renting residential premises. The applicant did not plead or argue that it was not carrying on the business of renting rental units. In the Court of Appeal, it offered no *interpretation* of the text of section 8(6) that would support a construction of it under which the Impugned Bylaw is not a business regulation bylaw authorized by the section. Instead, it took the position that a municipality's authority to regulate the business of renting residential premises under section 8(6) is *impliedly* excluded by the comprehensiveness of the *RTA*, a provincial regime under which residential tenancy matters are also regulated.
- 41. Moreover, the applicant took that "implied exclusion" position despite section 10 of the *Community Charter*, which is as follows:

Relationship with Provincial laws

- 10 (1) A provision of a municipal bylaw has no effect if it is inconsistent with a Provincial enactment.
- (2) For the purposes of subsection (1), unless otherwise provided, a municipal bylaw is not inconsistent with another enactment if a person who complies with the bylaw does not, by this, contravene the other enactment.
- 42. In the courts below, the applicant did not identify any provision of the *RTA* that establishes as regards the Impugned Bylaw an inconsistency test different from that specified in subsection (2) of section (10) of the *Community Charter*, so as to engage the exception incorporated by the words "unless otherwise provided" in subsection (1). It also did not identify

any way in which the Impugned Bylaw would require a contravention of the *RTA* so as to make the Impugned Bylaw inconsistent with that Act in the manner described in subsection (2).

- 43. Instead, the applicant took the position that its "occupied field" theory could operate despite the presence of section 10.<sup>30</sup> The applicant argued that a bylaw may be ousted by the comprehensiveness of a provincial enactment dealing with the same subject matter, even if the enactment does not conflict with a specific consistency test that is provided for in that enactment (so as to bring the case within alternative analytical framework contemplated by the opening words of subsection (2) of section 10)) or require a contravention of the provincial enactment so as to satisfy the default test described in that subsection. It took the position, in other words, that both the text of section 8(6) and the text of section 10 are irrelevant to the question whether the City has the authority to regulate those engaged in the business of renting residential premises.
- 44. The applicant took the same approach in respect of section 8(3)(g). The City's position, accepted by the British Columbia Supreme Court and Court of Appeal, is that section 8(3)(g) also provides clear authority for the Impugned Bylaw.<sup>31</sup> That section authorizes a municipality to regulate in relation to the "protection" of "persons" in relation to the matters referred to in section 63 of the *Community Charter*, one of which is "rental units and residential property, as those are defined in the *Residential Tenancy Act*, that are subject to a tenancy agreement, as defined in that Act". The City adopted the Impugned Bylaw to "protect" "persons" (namely tenants) in relation to rental units of the kind described in section 63(f) and so its position is that the Impugned Bylaw clearly fits within the authority conferred on it by section 8(3)(g).
- 45. In the Court of Appeal, the applicant did not dispute the City's interpretation of section 8(3)(g).<sup>32</sup> Instead, it took the same approach in relation to section 8(3)(g) as it took in relation to section 8(6). It maintained that the authority of the City to regulate for the protection of persons in relation to their rental units under section 8(3)(g) has been *impliedly* ousted by the *RTA*. Remarkably, it took this position as regards section 8(3)(g) while not only ignoring section 10 of the *Community Charter* even though "rental units and residential property, as those terms are defined in the *Residential Tenancy Act*" are expressly identified in section 63(f) as a matter in

<sup>&</sup>lt;sup>30</sup> BCSC Reasons at paras. 70-71

<sup>&</sup>lt;sup>31</sup> BCSC Reasons at paras. 56-60; BCCA Reasons at paras. 77, 82

<sup>&</sup>lt;sup>32</sup> BCCA Reasons at para. 82

relation to which a bylaw for the protection of persons may be adopted under section 8(3)(g). The only questions before the Court of Appeal were (1) whether the City's authority to adopt the Impugned Bylaw was impliedly precluded by the *RTA*; and (2) if not, whether the City's interpretation of sections 8(6) and 8(3)(g) was reasonable.<sup>33</sup>

- 46. On the first issue, the Court of Appeal rejected the approach advanced by the applicant finding that as a matter of law (particularly in view of section 10 of the *Community Charter*), the *RTA* did not impliedly preclude the City from adopting the Impugned Bylaw under either section 8(6) or 8(3)(g) of the *Community Charter*. The Court did not defer to the City on the approach to be taken in determining questions of inconsistency between municipal bylaws and provincial enactments as the applicant's memorandum implies. It did not apply a reasonableness standard when explaining the legal principles to be applied in answering the first question. Instead, it *declared* those legal principles and made no error in doing so.<sup>34</sup> The Court not only explained the correct legal principles, it expressly noted that in British Columbia, a municipality's authority to adopt bylaws dealing with matters also regulated under a provincial enactment is expressly preserved by section 10 of the *Community Charter*, except in the circumstances described in the section, neither of which obtain in this case.<sup>35</sup>
- 47. As regards section 10, the Court stated the following:

In addition, as the Chief Justice recognized, s. 10 of the *Community Charter* contemplates overlapping municipal and provincial jurisdiction by providing that a municipal bylaw is inconsistent with a provincial enactment <u>only</u> if it requires contravention of that enactment: at paras. 70, 75–77. Accordingly, it was reasonable for the City to conclude that the Impugned Bylaw would not frustrate the *Residential Tenancy Act* scheme unless it required contravention of the provisions of that Act, which it did not.<sup>36</sup>

48. The Court was faced with no alternative interpretation of section 10 of the *Community Charter* and therefore did not defer to the City as to the meaning of that section. Rather, it simply declared that, as the Chief Justice had found on a standard of correctness, section 10 was applicable to the jurisdictional overlap inquiry. While the Court found that it was reasonable for

<sup>&</sup>lt;sup>33</sup> BCCA Reasons at para. 46

<sup>&</sup>lt;sup>34</sup> BCCA Reasons at paras. 63-68

<sup>&</sup>lt;sup>35</sup> BCCA Reasons at para. 80

<sup>&</sup>lt;sup>36</sup> BCCA Reasons at para. 80

the City to believe that the Impugned Bylaw would not frustrate the *RTA* scheme, that was because it concluded that the City was *correct* that section 10 sets out the only way in which a municipal bylaw may be found to be inconsistent with the *RTA* and the conditions set out in section 10 were not satisfied.

- 49. Having determined that the Impugned Bylaw was not *impliedly* precluded by the *RTA*, the Court then answered question (2). On that issue the question of the *interpretation* of sections 8(6) and 8(3)(g) it found the City's interpretation of those sections reasonable, which is all that is required by *Vavilov*, while noting that, in any event, no alternative interpretation of those sections had been advanced by the applicant.<sup>37</sup> The Court of Appeal can hardly be blamed for accepting the City's interpretation as reasonable when no alternative interpretation had been put before it.
- 50. The approach taken by the Court of Appeal in dealing with the two issues raised in this case is not only the correct approach generally, it is consistent with the principles described by this Court in *Vavilov*, including the principle that questions that determine the jurisdiction of two or more administrative tribunals are to be decided without deference to any one of them. No such issue was raised in this case, let alone addressed inappropriately by the Court of Appeal on a standard of reasonableness.

#### Comprehensiveness and Conflict in British Columbia

- 51. The principles governing conflict between municipal bylaws and provincial enactments are long-settled and do not require revision. At common law, this Court's decision in *Spraytech* continues to govern the relationship between municipal bylaws and provincial enactments where the matter is not addressed statutorily. However, as noted by this Court in *Spraytech*, the provincial legislatures are free to create a different test.<sup>38</sup>
- 52. Because the relationship between local government powers and those of the province is one of *delegation* to be distinguished from the relationship between the federal and provincial governments, which is one of *division* provincial legislatures have complete freedom to dictate the terms of that relationship. Provinces can, therefore, create whatever conflict test they want. In

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<sup>&</sup>lt;sup>37</sup> BCCA Reasons at para. 82

<sup>&</sup>lt;sup>38</sup> Spraytech at para. 36

British Columbia, section 10 of the *Community Charter* was passed a mere two years after this Court's decision in *Spraytech*, which confirmed the application of the *Multiple Access* test ("the impossibility of dual compliance") to inconsistency between municipal bylaws and provincial enactments.<sup>39</sup> Section 10(2) states:

- (2) For the purposes of subsection (1), unless otherwise provided, a municipal bylaw is not inconsistent with another enactment if a person who complies with the bylaw does not, by this, contravene the other enactment.
- 53. The adoption of section 10 can only be seen as a direct endorsement of the test confirmed in *Multiple Access* and *Spraytech*. The Legislature did, however, explicitly recognize in section 10 that a provincial enactment may specify a different test and that where it has done so that different test applies. The question in a given case is whether a different test has been specified. If so, that test is to be applied. If not, the default test in subsection (2) of section 10 applies. Provincial legislatures are never precluded from "occupying the field", as they are the sole source of local government power. However, as this Court noted in *Rothmans*, *Benson & Hedges Inc. v. Saskatchewan*, 2005 SCC 13 (*Rothmans*), the intention to occupy a given field must be very clearly expressed.<sup>40</sup>
- 54. One of the purposes of section 10 was to make this requirement for clear statutory language itself a statutory requirement. Section 10 provides that, unless a provincial enactment includes a provision that excludes a municipal bylaw, the bylaw is to be considered consistent with the enactment unless it requires a contravention of it.
- 55. In British Columbia, many statutes contain legal tests that fit within the words "unless otherwise provided" in section 10(2) of the *Community Charter*. These provisions include: section 46 of the *Agricultural Land Commission Act*, S.B.C. 2002, c. 36; section 5 of the *Building Act*, S.B.C. 2015, c. 2; section 6 of the *Safety Standards Act*, S.B.C. 2003, c. 36; section 21 of the *Private Managed Forest Land Act*, S.B.C. 2003, c. 80; section 2(3) of the *Farm Practices Protection (Right to Farm) Act*, R.S.B.C. 1996 c. 131; and section 37 of the *Environmental Management Act*, S.B.C. 2003, c. 53. Many more statutes, including the *RTA*, do not contain such a provision. For those statutes, questions as to whether a municipal bylaw is

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<sup>&</sup>lt;sup>39</sup> Multiple Access Ltd. v. McCutcheon, 1982 CanLII 55 (SCC)

<sup>&</sup>lt;sup>40</sup> Rothmans at para. 21

inconsistent with them for section 10 purposes are to be determined in accordance with the default test in subsection (2).

- 56. The applicant's implied exclusion theory is an attempt to avoid section 10 of the *Community Charter*, a provision for which they never offered an alternate interpretation and which, in the City's submission, is quite clear. If, as the applicant suggests, there exists some other principle by which a court may find that certain legislation ousts municipal jurisdiction, absent an express ouster in the statute and leaving aside a municipality's reasonable interpretation of its home statute, such a principle would create substantial confusion in the law where none currently exists.
- 57. In sum, instead of having municipalities (1) look to the relevant statutory authority and interpret it in accordance with all applicable principles of statutory interpretation; and (2) apply section 10 of the *Community Charter* to determine whether a particular bylaw that otherwise fits within that authority is inconsistent with a provincial enactment, the applicant would have municipalities ignore the interpretation of their enabling legislation and section 10 and instead assess their authority by asking whether an inference of exclusion can be gleaned from the "comprehensiveness" of a provincial enactment that regulates in the same field. Such a principle not only ignores the clear intention of the Legislature as expressed in section 10, but also creates an unworkable and nebulous standard by which municipalities are to assess their jurisdiction to regulate in particular subject-areas.

#### Conflict Tests Across Canada

- 58. The approach to conflict between municipal bylaws and provincial enactments is not uniform on a national scale. This undercuts the applicant's submission that it has identified a question of broader impact for local governments across Canada. For example, in Ontario, the second branch of the operational conflict test is codified. Section 14 of the *Municipal Act*, S.O. 2001, c. 25 states:
  - 14 (1) A by-law is without effect to the extent of any conflict with,
    - (a) a provincial or federal Act or a regulation made under such an Act; or

(b) an instrument of a legislative nature, including an order, licence or approval, made or issued under a provincial or federal Act or regulation. 2001, c. 25, s. 14.

#### Same

- (2) Without restricting the generality of subsection (1), there is a conflict between a by-law of a municipality and an Act, regulation or instrument described in that subsection if the by-law <u>frustrates the purpose of the Act</u>, regulation or instrument. 2006, c. 32, Sched. A, <u>s. 10</u>. (emphasis added)
- 59. This provision is much broader than section 10. It imports the impossibility of dual compliance test through the use of the words "without restricting the generality of subsection (1)" but also specifies that a conflict exists where a municipal bylaw "frustrates the purpose of" a provincial enactment. Section 10, in contrast, is framed in the negative and dictates that a bylaw is not inconsistent with a Provincial enactment unless a Provincial enactment so provides or the bylaw requires the contravention of a Provincial enactment.
- 60. Just as in British Columbia, the Ontario Legislature (and by extension, all others) is also free to "otherwise provide". In *Peacock v. Norfolk*, 2006 CanLII 21752 (ON CA), the Ontario Court of Appeal considered a case, prior to the passage of the current version of section 14 of the *Municipal Act*, in which a municipal bylaw was said to be inconsistent with the *Nutrient Management Act*, 2002, S.O. 2002, c. 4. There, Rouleau J.A. found that the *Nutrient Management Act* contained a different conflict test at section 61, one which displaced the impossibility of dual compliance test and reserved a protected subject matter. Other provinces have taken a simpler approach to conflict, creating a more general rule that does not describe a particular legal test. For example, the Alberta *Municipal Government Act*, R.S.A. 2000, c. M-26 states:

#### Relationship to Provincial Law

13 If there is a conflict or inconsistency between a bylaw and this or another enactment, the bylaw is of no effect to the extent of the conflict or inconsistency.<sup>42</sup>

<sup>&</sup>lt;sup>41</sup> *Peacock* at para. 32

<sup>&</sup>lt;sup>42</sup> See similar provisions in the *Municipalities Act*, SS 2005, c. M-36.1, s. 11; the *Municipal Act*, CCSM, c. M225, s. 230; the *Local Governance Act*, SNB 2017, c. 18, s. 2; the *Municipal Government Act*, S.N.S. 1998, c. 18, s. 171; the *Municipal Government Act*, R.S.P.E.I. 1988, c.

- 61. These conflict tests do not define the term "inconsistency" in the manner that the British Columbia and Ontario legislation does and would therefore need to be applied with reference to the common law.<sup>43</sup>
- 62. In sum, it is clear that the applicant does not pose a question of broader public importance. British Columbia has a uniquely narrow conflict test, which is consistent with the intention of the Legislature that the *Community Charter* be the broadest possible municipal enabling legislation in Canada.<sup>44</sup> It is also clear that the nature of section 10 of the *Community Charter* is a discrete administrative law question without broader application throughout Canada.

#### The Standard of Review

- 63. The City also submits that this case raises no standard of review question requiring this Court's attention. The British Columbia Court of Appeal faithfully applied this Court's recent decision in *Vavilov*, finding that a reasonableness standard applied to the City's decision concerning its authority to enact the impugned bylaw.
- 64. There is no question regarding "jurisdictional boundaries", as alleged by the applicant. As set out in *Vavilov*, such a question can only arise where there are "conflicting orders and proceedings...pulling a party in two different and incompatible directions". <sup>45</sup> In this case, there was no parallel order or proceeding, as there was in *Regina Police Assn. Inc. v. Regina (City) Board of Police Commissioners*, 2000 SCC 14 and *Quebec (Commission des droits de la personne et des droits de la jeunesse) v. Quebec (Attorney General)*, 2004 SCC 39. As noted above, the applicant never engaged any parallel process under the *RTA* only the City's decision to enact the Impugned Bylaw was at issue. Moreover, by finding the City had the jurisdiction adopt the bylaw, the Court did not assign to the City a power that might otherwise rest with the

M-12.1, s. 5; the *Municipal Act*, R.S.Y. 2002, c. 154, s. 264; and the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c. 22, Sch B., s. 70.

<sup>&</sup>lt;sup>43</sup> See for example, *Croplife Canada v. Toronto (City)*, 2005 CanLII 15709 (ON CA), which considered an earlier version of the section 14 of the Ontario *Municipal Act*, and *R v. K.P.*, 2011 ABCA 233.

<sup>&</sup>lt;sup>44</sup> British Columbia, Official Report of Debates of the Legislative Assembly (Hansard), 37th Parl, 4th Sess, (29 April 2003) at 6301

<sup>&</sup>lt;sup>45</sup> BCCA Reasons at para. 57 citing *Vavilov* at para. 64

Director under the *RTA*. The power to make bylaws under section 8 of the *Community Charter* is clearly a power given to the City, not the Director, and so construing the scope of that power is not a jurisdictional boundary question of the kind contemplated by this Court in *Vavilov*.

- 65. Lower courts across Canada have uniformly applied the "jurisdictional boundaries" exception to the presumption of reasonableness review, dismissing cases in which the rationales provided by the Court in *Vavilov* were inapplicable.<sup>46</sup>
- 66. Finally, the City notes that the application of a correctness standard made no difference in the case's outcome at the British Columbia Supreme Court level.

#### **PART IV – COSTS**

67. The City seeks its costs in responding to this application for leave to appeal. In the event that leave is granted, costs should be in the cause of the appeal.

#### PART V - ORDER SOUGHT

68. The City seeks an order that this application for leave to appeal be dismissed with costs.

ALL OF WHICH IS RESPECTFULLY SUBMITTED ON 15 SEPTEMBER, 2021.

Reece Harding

Nick Falzon

<sup>46</sup> See the following cases in which courts have dismissed arguments for correctness review based on this exception: *Yue v. Bank of Montreal*, 2021 FCA 107 at paras. 7-8; *Manitoba Government and General Employees Union v. The Minister of Finance for the Government*, 2021 MBCA 36 at paras. 25-27; *English v. Richmond (City)*, 2020 BCSC 1642 at para. 61; *McDonald v. Creekside Campgrounds and RV Park*, 2020 BCSC 2095 at para. 19; *The Owners*, *Strata Plan BCS 435 v. Wong*, 2020 BCSC 1972 at paras. 62-68; *United Food and Commercial Workers Union of Canada, Local 175 v. Silverstein's Bakery Ltd.*, 2020 ONSC 5649 at paras. 18-20; and *Syndicat des charges et charges de cours de l'Universite de Montreal – SCCCUM c. Tribunal administratif du travail*, 2020 QCCS 3780 at paras. 61-66.

## **PART VI – TABLE OF AUTHORITIES**

CASES	CITED AT PARA(S)
114957 Canada Ltée (Spraytech, Société d'arrosage) v. Hudson (Town), 2001 SCC 40	4
1193652 B.C. Ltd. v. New Westminster (City), 2020 BCSC 163	5-6 and 43-44
1193652 B.C. Ltd. v. New Westminster (City), 2021 BCCA 176	7-11, 44-47, 49 and 64
Borowski v. Canada, <u>1989 CanLII 123 (SCC)</u> , [1989] 1 SCR 342	17, 24 and 27- 28
British Columbia Lottery Corp. v. Vancouver (City of), 1999 BCCA 18	33
Canada (Minister of Citizenship and Immigration) v. Vavilov, 2019 SCC 65	2, 5, 32, 49-50 and 63-65
Canadian Union of Public Employees (Air Canada Component) v. Air Canada, 2021 FCA 67	32
Croplife Canada v. Toronto (City), 2005 CanLII 15709 (ON CA)	61
English v. Richmond (City), 2020 BCSC 1642	65
McDonald v. Creekside Campgrounds and RV Park, 2020 BCSC 2095	65
McKenzie v. British Columbia (Minister of Public Safety and Solicitor General), 2007 BCCA 507	25-27
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Mission Institution v. Khela, <u>2014 SCC 24</u>	30
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Norman v. Port Moody (City of), 1996 CanLII 3027	24
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Syndicat des charges et charges de cours de l'Universite de Montreal – SCCCUM c. Tribunal administratif du travail, <u>2020 QCCS 3780</u>	65
The Owners, Strata Plan BCS 435 v. Wong, 2020 BCSC 1972	65
United Food and Commercial Workers Union of Canada, Local 175 v. Silverstein's Bakery Ltd., <u>2020 ONSC 5649</u>	65
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Yue v. Bank of Montreal, 2021 FCA 107	65
STATUTES	
Agricultural Land Commission Act, S.B.C. 2002, c. 36	55
Bill 7-2021: <u>Tenancy Statutes Amendment Act, 2021</u>	18
Building Act, S.B.C. 2015, c. 2	55
Cities, Towns and Villages Act, <u>S.N.W.T. 2003</u> , <u>c. 22</u> , <u>Sch B.</u> Loi sur les Cités, Villes et Villages, <u>LTN-O 2003</u> , <u>c 22</u> , ann <u>B</u>	60
Community Charter, S.B.C. 2003, c. 26	3-6, 8, 11, 16, 29, 33, 36, 38- 42, 44-48, 52, 55-57, 62 and 64

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Farm Practices Protection (Right to Farm) Act, R.S.B.C. 1996 c. 131	55
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Municipal Act, CCSM, c. M225	60
Loi sur les Municipalités, <u>C.P.L.M. c. M225</u>	
Municipal Act, 2001, S.O. 2001, c. 25	
Municipalités (Loi de 2001 sur les), L.O. 2001, chap. 25	
Municipal Act, R.S.Y. 2002, c. 154	60
Loi sur les Municipalités, <u>LRY 2002</u> , ch. 154	
Municipal Government Act, R.S.P.E.I. 1988, c. M-12.1	60
Municipal Government Act, R.S.A. 2000, c. M-26	60
Municipal Government Act, S.N.S. 1998, c. 18	60
Municipalities Act, SS 2005, c. M-36.1	60
New Westminster, Bylaw no. 6926, <u>Business Regulations and Licensing</u> ( <u>Rental Units</u> ) <u>Bylaw</u> (12 July, 2004) (as amended by New Westminster Bylaw 8123)	1
Nutrient Management Act, 2002, S.O. 2002, c. 4	60
Gestion des Éléments Nutritifs (Loi de 2002 sur la), <u>L.O. 2002</u> , chap. 4	
Private Managed Forest Land Act, S.B.C. 2003, c. 80	55
Public Sector Employers Act, R.S.B.C. 1996, c. 384	25
Residential Tenancy Act, S.B.C. 2002, c. 78	5, 13, 19, 25- 26, 39-40, 44- 45 and 47
Safety Standards Act, S.B.C. 2003 c. 39	55

OTHER AUTHORITIES	
British Columbia, Official Report of Debates of the Legislative Assembly (Hansard), 37th Parl, 4th Sess, (29 April 2003) at 6301	62



# <u>VICTORIA CITY COUNCIL TO FOLLOW COTW</u> MEETING OF THURSDAY, SEPTEMBER 16, 2021

## E.1.a.f Rental Business Licensing Bylaw

- That Council direct staff to report back with an updated bylaw to augment and fill the gaps in the Provincial legislation, with an aim of providing displaced tenants with assistance during renovations and preserving affordability when the renovated unit is ready for occupation.
- 2. And that Council direct staff to send the drafted bylaw to the Renters Advisory Committee.

That Council direct the Director of Sustainable Planning and Community Development to:

- Monitor the implementation of the provincial legislative updates and report back to Council in the fall of 2022 on its efficacy and whether future City initiatives to further enhance protections for tenants are needed;
- Facilitate public awareness and access to information regarding RTA requirements on repair and renovations of rental housing;
- 5. Undertake tenant capacity-building and outreach activities regarding RTA requirements on repair and renovations of rental housing.



### **Committee of the Whole Report**

For the Meeting of September 2, 2021

To: Committee of the Whole Date: August 18, 2021

From: Karen Hoese, Director, Sustainable Planning and Community Development

**Subject: Rental Business Licensing Bylaw** 

### RECOMMENDATION

That Council direct the Director of Sustainable Planning and Community Development to:

- 1. Suspend development of a Rental Business Licensing Bylaw given changes to the provincial *Residential Tenancy Act* (RTA) designed to prevent evictions carried out to renovate or repair a rental unit that came into effect on July 1, 2021;
- 2. Monitor the implementation of the provincial legislative updates and report back to Council in the fall of 2023 on its efficacy and whether future City initiatives to further enhance protections for tenants are needed;
- 3. Facilitate public awareness and access to information regarding RTA requirements on repair and renovations of rental housing;
- 4. Undertake tenant capacity-building and outreach activities regarding RTA requirements on repair and renovations of rental housing.

### **EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with an update on the development of a Rental Business Licensing Bylaw. The objective of this bylaw was to protect tenants from eviction due to repair or renovation and was prioritized in June 2020 in response to mounting housing insecurity during the onset of the COVID-19 pandemic. The project commenced in the fall of 2020 and consultation with targeted stakeholders took place in early 2021.

In March 2021, the BC Provincial Government announced changes to the *Residential Tenancy Act* (RTA) that would improve protections for tenants from evictions relating to repair or renovation. The new legislation aims to prevent nearly all evictions relating to repair or renovations; there may however still be instances where the nature and duration of work is so extensive that accommodation of tenants may not be possible. Current provincial policy guidance indicates that most repairs and renovations can be carried out without tenants having to vacate their unit.

Given this new legislation, it is recommended that Council suspend development of a Rental Business Licensing Bylaw at this time. Instead, it is recommended that the provincial implementation of RTA amendments be monitored over a two-year period to better understand their efficacy and determine whether further municipal actions are required. In addition, to complement the provincial legislation, actions to improve housing security in Victoria through public awareness and tenant capacity building initiatives are proposed for immediate implementation.

### **PURPOSE**

The purpose of this report is to provide Council with an update on new provincial legislation designed to improve protections for tenants (in effect as of July 1, 2021), provide recommendations regarding the previously initiated Rental Business Licensing Bylaw in light of this new legislation, and propose new actions that the City can take to further strengthen tenant protections.

### **BACKGROUND**

### Victoria Housing Strategy

One of the key actions in the *Victoria Housing Strategy 2016-2025* (Housing Strategy) is the preservation of Victoria's existing rental housing stock. The Market Rental Revitalization Study (MaRRS) led to the adoption of the Tenant Assistance Policy and the Rental Property Standards of Maintenance Bylaw, as well as the upcoming Seismic Energy Efficiency Pilot Program to explore incentives to encourage rental building upgrades. The Housing Strategy also proposes examination of additional incentives and regulations to preserve existing rental housing stock (to be re-initiated in the fall of this year) and protect tenants from renoviction<sup>1</sup>. In June 2020, as part of COVID-19 recovery, Council directed staff to prioritize the development of a Rental Business Licensing Bylaw to regulate landlords that are proposing renovations, with the aim of preventing renovictions.

### Preliminary Work on Rental Business Licensing Bylaw

In response to direction from Council, staff initiated work on the Rental Business Licensing Bylaw. This included a jurisdictional review, developing a draft bylaw and targeted public engagement.

**Jurisdictional Review** – Prior to the announcement of the March 2021 provincial RTA amendments, a jurisdictional review was completed to inform the creation of a Rental Business Licensing Bylaw (Attachment A, Jurisdictional Review). In early 2019, New Westminster was the first municipality in BC to enact regulations that restrict the ability of landlords to evict tenants to accommodate repairs and renovations. According to New Westminster staff, the bylaw initially required significant resources, but these have decreased as compliance improved; it has been effectively applied to 15 buildings, comprising 340 units. The bylaw has been challenged several times in court and while it was upheld by the BC Court of Appeal in May 2021, Landlord BC has submitted an application to appeal to the Supreme Court of Canada. New Westminster staff are waiting to see how their regulations will work with the provincial RTA amendments and expect that some changes will be required.

The Port Moody and Port Coquitlam Bylaws have not yet been enforced, in part due to their limited number of rental apartment buildings. It is unclear how they will function in tandem with the new process for overseeing evictions for repair and renovation and staff have indicated that they are keeping a watching brief.

**Draft Rental Business Licensing Bylaw –** To help inform consultation, a draft Rental Business Licensing Bylaw had been prepared prior to the provincial announcement of the RTA changes. The draft bylaw was similar to the New Westminster regulations on renovations of rental properties,

<sup>&</sup>lt;sup>1</sup> The Government of British Columbia defines 'renoviction' as "an eviction that is carried out to renovate or repair a rental unit." Most often, a renoviction refers to the eviction of tenants by landlords for minor cosmetic renovations and for disingenuous plans to undertake this work with the primary intention of increasing rents.

which required that landlords obtain necessary permits to complete a renovation prior to giving tenants notice to vacate, and that tenants be provided with:

- alternative accommodation while renovation work is being carried out, and then a return to the renovated unit with no rent increase; or
- accommodation in another comparable rental unit in the same building on the same or better terms as the previous tenancy agreement.

**Engagement –** To seek input on the draft bylaw content and the draft enforcement approach, targeted consultation took place between February 1 and March 15, 2021. A diverse range of groups were consulted, and multiple interests were considered, so that the potential impacts of the proposed Rental Business Licensing Bylaw could be assessed across different sectors, including tenant advocacy, rental housing development, property management, financial institutions, and the provincial government. Support for the proposed bylaw was mixed, with some key organizations citing concerns over data gaps, costs, and overlap, while others noted the value of the additional housing security and landlord accountability.

The provincial government announced its legislative improvements to the RTA after the City's engagement was complete, therefore staff were not able to include these considerations in stakeholder discussions. However, staff have assessed how the impacts and outcomes of the new provincial legislation intersect with feedback received during engagement and considered this in their recommendation.

### Provincial Legislation and New Amendments to Prevent Renovictions

The Residential Tenancy Act (RTA) is provincial legislation that regulates residential tenancies in British Columbia. The RTA Section 49(6) (Attachment B) permits a landlord to end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law and intends in good faith to renovate or repair the rental unit in a manner that requires the rental unit to be vacant. The RTA also establishes levels of compensation (equivalent compensation to one month's rent) and notice (four months' notice) for tenants who must vacate their unit due to renovation or repair.

In response to the growing concerns regarding renovictions in BC, including the adoption of municipal bylaws to prevent them, the province introduced the *Tenancy Statutes Amendment Act* on March 1, 2021, that came into effect on July 1, 2021 (Attachment C, Province of BC - Media Announcement). This Act requires landlords to apply to the Residential Tenancy Branch (RTB) for approval prior to ending a tenancy for the purposes of repairs or renovations.

In this new process, RTB arbitrators will determine whether tenants can be reasonably accommodated. Current provincial guidance (Attachment A, Jurisdictional Review, page 8) indicates that most work can be undertaken without ending existing tenancies. Specifically, there are four types of work that are unsafe for tenants or that may result in the prolonged loss of an essential service or facility and would likely require vacancy: unit re-wiring, fire sprinkler installation or replacement, seismic upgrades, or interior wall or ceiling demolition (see Table 1).

If the RTB determines that tenants cannot be reasonably accommodated, a four-month notice to vacate with one months' rent in compensation is required, and an offer of right of first refusal would be required for tenancies within a residential property containing five or more rental units. Alternatively, a landlord and tenant can enter into a Mutual Agreement to End Tenancy with a negotiated compensation package should such an agreement be reached.

Table 1: Examples of Type of Work and Vacancy<sup>2</sup>

Types of Work	Examples	Vacancy
Cosmetic Repairs and	Repainting	Almost Never <sup>3</sup>
Renovations	<ul> <li>Replacing baseboards, cabinets, or doors</li> </ul>	
Repairs or Renovations that	Re-piping	Unlikely
cause temporary, intermittent, or	Electrical Service Replacement	
short-term loss of services	Building Envelope Repair	
Extensive Repairs and	Rental unit re-wire	May be Required
Renovations, Significant	Fire sprinkler installation or replacement	
disruption to tenants	Seismic upgrades	
	Interior wall or ceiling demolition	

Table 2: Summary of Key RTA Amendments

### **Previous Regulation**

- Landlords provided notice to vacate directly to tenants; the RTB is not notified
- If tenant had reason to believe an eviction was done in bad faith, it was their responsibility to file a
  dispute with the RTB
- Four months' notice and one month rent in compensation required for all evictions

### **New Regulation**

- Landlord must apply to the RTB for any eviction for renovations requiring vacancy of the unit
- Landlord must have all necessary permits in place and must demonstrate that the renovations are:
  - o necessary to prolong or sustain the unit and,
  - o that the only way to achieve vacancy of the unit is to end the tenancy.
- In cases where an end to tenancy is approved, four months' notice and one month rent is still required

### **ISSUES & ANALYSIS**

### 1. Rental Business Licensing Bylaw Considerations in Light of RTA Amendments

The adoption of the new RTA amendments increases provincial oversight protecting tenants from renoviction and has potential resource implications, limitations, and opportunities for municipalities, which has led staff to reassess whether Victoria should proceed with a Rental Business Licensing type of bylaw. Each of these considerations are outlined in detail below.

<sup>&</sup>lt;sup>2</sup> Residential Tenancy Policy Guideline 2B: Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use, July 2019: <a href="mailto:gl2b.pdf">gl2b.pdf</a> (gov.bc.ca)

<sup>&</sup>lt;sup>3</sup> Examples of when vacancy might be required in these situations include asbestos remediation, lead based paint disturbance, or other contaminants.

Table 3: Comparison of City's draft RBLB and RTA Amendments

Indicator	City Rental Business Licensing Bylaw		BC Tenancy Statutes Amendment Act	
Applicability	Rental properties that require a business license; excludes landlords with two or fewer rooms/units	2	All rental housing under the RTA and <i>Manufactured Homes Act</i> in BC	3
Prevention of evictions for minor or disingenuous repairs	Relies on tenant complaints and building permits to trigger enforcement. May not prevent evictions for cosmetic renovations that do not require building permits.	1	Likely to prevent most evictions due to repair or renovation. Relies on tenant awareness and landlord compliance.	2
Protection from evictions for <i>major</i> repairs	Although the bylaw requires that tenants not be evicted due to major repairs, exemptions to the Bylaw are required to comply with municipal bylaws, such as the Rental Properties Standards of Maintenance Bylaw.	2	Requires tenants to be reasonably accommodated. Unknown level of risk of displacement where RTB determines that accommodation is unreasonable due to the extent of work or length of time vacancy is required.	2
City Resources	The bylaw would require significant resources to administer effectively, and it is estimated it would require a minimum of 1 FTE (\$120,000), more engagement, and \$10,000 to implement a communications strategy and tenant outreach.	1	The City could initiate several complementary actions to improve housing security for tenants, including a communications strategy and tenant outreach, costing \$10,000.	3
		9		12

### **Level of Effectiveness**

High Benefit	3	Medium Benefit	2	Low Benefit	1
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### Jurisdiction

Tenant and landlord relations are provincially regulated under the RTA. The main objective of pursuing a municipal Rental Business Licensing Bylaw was to supplement the RTA with more robust tenant protections. However, with the introduction of improvements to the provincial legislation, the need for a municipal bylaw is now uncertain.

If Victoria proceeds with the development of a Rental Business Licensing Bylaw at this time, there are risks of a duplication of efforts and competing expectations causing confusion for tenants wishing to avoid eviction. Furthermore, separate provincial and municipal application processes running simultaneously would likely result in a high risk of legal and procedural conflicts.

Additionally, the RTA applies to all permanent rental housing in the province, whereas the City's authority to enforce a Rental Business Licensing Bylaw would only apply to rental property operators that require a business license and would not apply to landlords that do not require a City Business Licence – homes where there are two or fewer suites for rent.

Without understanding the new RTB process in practice, it is unlikely that revisions to the draft Bylaw at this time would resolve the high risk of conflicts between each regulation.

### Preventing Evictions for Extensive Repairs and Renovations with Prolonged Duration

Under current RTA legislation a landlord cannot end a tenancy to renovate or repair a rental home just because it would be faster, more cost-effective, or easier to have the home vacant. To balance the financial burden of necessary building upkeep and the need to keep tenants housed, the new RTA amendments allow landlords to apply for a rent increase to recuperate costs of completed work. Annual increases of up to 3% are permitted for a maximum of three years in addition to inflation, when proof of completed work is provided. This change replaces the previous regulation that permitted a 2% annual rent increase and will direct rent increases towards the intended maintenance costs. A new bylaw would not impact the ability for landlords to apply for this increase.

### Cost and Complexity to Administer and Enforce

If Council wishes to proceed with drafting a Rental Business Licensing Bylaw, it is anticipated that at least one FTE would be required to administer the bylaw in addition to existing resources. Even with the improved provincial oversight, the bylaw's administration would likely require significant resources within the first two years of implementation. This work includes developing policy guidance and establishing precedents for exemption applications to ensure that the bylaw is enforced fairly and consistently. Administration of the bylaw includes receiving and responding to public enquiries, investigating complaints, reviewing applications for exemptions, tracking incidents, developing a mechanism to identify potential evictions for repair or maintenance, coordinating across departments and liaising with external groups including the RTB, tenant advocates, property owners, and landlords, as well as building awareness and compliance. There are also particularly large resource implications where staff bring forward time sensitive exemption applications for Council's consideration.

### 2. Complementary Actions to Improve Housing Security and Prevent Renovictions

Given the legislative improvements the province has made to improve tenant security, as well as the issues described with creating a similar municipal bylaw, it is recommended that Council not proceed with a Rental Business Licensing Bylaw at this time. Instead, it is recommended that the City pursue other actions to complement the improvements to the RTA and its implementation, to improve housing security for renters in Victoria, help to improve landlord compliance, and prevent renovictions. These actions are discussed below.

### Monitoring the Outcomes of the Provincial Legislation Using the Equity Framework

Given the analysis provided, it is recommended that Victoria staff maintain regular communication with provincial staff in order to monitor the outcomes of the RTA amendments over a two-year period. The new RTB process will include tracking data on evictions for repair or renovations across BC. Staff also propose working closely with the EDI office and using the forthcoming Equity Framework to assess the efficacy of the new legislation for under-represented and under-served members of the community.

### Improve Public Awareness and Access to Information

The effectiveness of the new provincial legislation relies on the compliance of landlords and awareness of tenants. There are several opportunities for the City of Victoria to lead initiatives that improve understanding of tenants' rights and landlord responsibilities. This includes providing RTA information during the permit application initiation; updating the City's website relating to tenants' rights and resources; and supporting tenants, through the City's Tenant Assistance Planner, to determine if the necessary permits and approvals are in place and make referrals to tenant advocacy organizations when needed.

### Undertake Tenant Capacity-Building and Outreach Activities in Partnership with The Shift Initiative

The City of Victoria has been invited to participate as one of five municipalities across Canada in the Shift Demonstration Project, a national effort to operationalize a human rights approach to housing. This project will engage with tenants and build their capacity so that they are better equipped to respond to notices or threats of eviction, with a fulsome understanding of their rights and entitlements. Feedback from tenants in this initiative would support the creation of the framework for monitoring the effectiveness of the RTA amendments.

The Shift Initiative is an international organization led by Leilani Farha, former UN Special Rapporteur on the right to adequate housing, in partnership with United Cities Local Government (UCLG) and the Office of the High Commissioner for Human Rights (OHCHR).

### **OPTIONS & IMPACTS**

Option 1 (Recommended): Suspend the development of a Rental Business Licensing Bylaw, monitor efficacy of the provincial legislative improvements, undertake tenant capacity building for awareness and report back to Council on RTA efficacy in two years.

This option allows the City to monitor the RTA improvements and work with the province to ensure that the changes are adequately protecting tenants, ensures that municipal actions are responsive to tenants' needs in Victoria, fulfills the intent of improving housing security, and balances the City's desire to support tenants with responsible stewardship of City resources. Should Council choose Option 1, a budget of \$10,000 will be requested as part of the 2022 Budget process, to improve awareness and undertake tenant capacity building through a partnership with the Shift Initiative.

Option 2 (Not Recommended): Direct staff to report back with a revised draft Rental Business Licensing Bylaw, an implementation plan, and resourcing requirements for Council's consideration.

This option is not recommended as a City bylaw would create overlapping and conflicting requirements to the RTA which would be problematic for tenants, landlords, City staff and potentially, the RTB. The provincial government has made significant improvements to the RTA that protect tenants against illegal renovictions for minor or disingenuous renovations and repair. Additionally, a municipal bylaw would require additional City resources to implement.

This would include an initial cost of \$120,000 per annum for a new staff position with a tenant focus. The administration of the bylaw would further draw on existing resources from building permits and inspections, zoning, housing policy, and bylaw enforcement, possibly also requiring additional staffing. The tenant capacity building and awareness actions estimated at \$10,000 for Option 1 would also be required for this option.

Should Council choose the option to proceed with bylaw development, staff would update the draft bylaw, incorporating feedback from early consultation, and carry out further engagement to identify opportunities for the bylaw to work in concert with the *Tenancy Statutes Amendment Act, 2021* as much as possible. Following this update to the draft bylaw, Council direction to engage in public consultation would be required before adoption.

### Related Municipal Plans and Policy

### Accessibility Impact Statement

With the adoption of the provincial legislation, all groups, including individuals that have disabilities, as well as other vulnerable populations identified in the Housing Needs report will be positively impacted. Pending Council direction to proceed with Option 1, staff will ensure that education and awareness materials are targeted toward a range of equity-seeking groups.

2019 – 2022 Strategic Plan

The recommendations in this report align with Strategic Objective Three: Affordable Housing, by improving housing security for tenants in Victoria.

Impacts to Financial Plan

The recommendation for the tenant capacity building and awareness actions is estimated to require \$10,000 for engagement costs including accessibility provisions, technology, and if needed, catering and venue rentals. This will be included in the 2022 budget as part of continued Victoria Housing Strategy implementation, for Council's consideration.

Option 2 would require, at a minimum, \$130,000 which would include one new staff position to administer the bylaw, in addition to the tenant capacity building and awareness initiatives.

Official Community Plan Consistency Statement

The tenant capacity-building actions recommended in this report, together with the improvements to the provincial RTA legislation support the *Official Community Plan* objective that all residents have access to appropriate, secure and affordable housing.

### **CONCLUSIONS**

The changes to the *Residential Tenancy Act*, will improve provincial oversight and improve protections of tenants who are unnecessarily displaced due to renovation or repair. The City of Victoria is well positioned to implement complementary actions to enhance housing security for residents, by monitoring the performance of provincial legislation and building tenant capacity, without duplicating work at the senior government level.

Respectfully submitted.

Andrew Cusack

Karen Hoese, Director

Senior Planner Housing Policy

Sustainable Planning of

Senior Planner – Housing Policy Sustainable Planning and Community

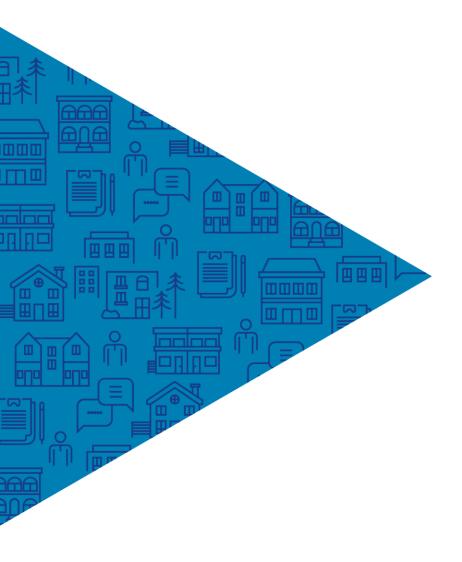
Development Department

### Report accepted and recommended by the City Manager.

### **List of Attachments**

- Attachment A: Jurisdictional Review
- Attachment B: Province of BC Policy Guidance for Evictions Due to Repair or Renovation
- Attachment C: Province of BC Media Announcement

# Jurisdictional Review of Municipal Rental Business Licensing Bylaws





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### Introduction

A Rental Business Licensing Bylaw is a municipal tool intended to protect tenants from displacement due to the repair or renovation of their home. Prior to the announcement of amendments to the Provincial Residential Tenancy Act (RTA), the development of a Rental Business Licensing Bylaw was included as part of the *Victoria Housing Strategy 2019-2022* and direction to start was given by Council on June 4, 2020.

According to the Province of BC, 'renoviction' refers to an eviction that is carried out in order to renovate or repair a rental unit – this is often followed by increasing the rents for new tenants. The Residential Tenancy Branch (RTB) acknowledges that most renovations or repairs can be carried out without ending tenancies, with only minor disruptions to tenants, and provides policy guidance for which repairs may likely require a home to be vacant.

Shortly after the City began engagement for the Rental Business Licensing Bylaw, the Province announced *Residential Tenancy Act* (RTA) amendments that would improve protection for tenants from evictions for repair or renovation. The new legislation is intended to prevent nearly all evictions for rental repairs or renovations. While there may be some cases where the work is so extensive in nature and duration that accommodation of tenants may not be possible, current provincial policy guidance indicates that the vast majority of repairs and renovations can be carried out while keeping tenants housed. This new amendment, which came into effect on July 1st of this year, is welcome news for renters across British Columbia who may have been facing 'bad faith' evictions for renovations.

Over the past two years, before the latest provincial amendments were proposed, three municipalities in BC amended their municipal business bylaws with the aim of preventing renovictions. This review describes how the City of New Westminster, Port Coquitlam and Port Moody have navigated the development, implementation, and monitoring of bylaws to regulate renovations and repairs and disincentivize renovictions. It also briefly explores provincial legislation in Quebec and Ontario that prevents or mitigates 'bad faith' evictions for minor repairs, while also detailing Victoria's rental context and the provincial framework for preventing renovictions in BC.

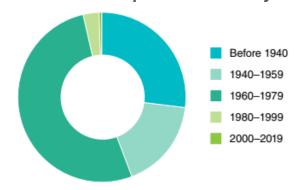
### **Victoria's Context**

Victoria ranks as one of the least affordable places to live in Canada due to the large income and housing price gap. With increasing average market rents, and low vacancy rates, renting in Victoria is an extreme challenge. Renters make up 61% of Victoria's households with Indigenous households being overrepresented as 77% are renters.1 Landlord and tenant conflict is one of the top reasons for homelessness, accounting for 11.8% of the 2020 Point in Time Count responses.2

Victoria has approximately 700 rental apartment buildings (not including rental housing in secondary suites, triplexes and rented condominiums), providing nearly 17,000 units.3 The majority of these buildings (78%) were built in the 1960s and 1970s and nearly all (97%) were built before 2000. As older purpose-built rental apartments age, the need for significant capital repairs or redevelopment increases and so does the risks of tenant displacement.

The number of renter households in Victoria grew 12% between 2006 and 2016, however, from 2005 to 2019, the total purpose-built rental stock only increased 6%.<sup>4</sup> High demand and low vacancy contribute to increasing rents and can push renters out of Victoria.

Victoria's Rental Apartment Stock by Period of Construction<sup>5</sup>



<sup>&</sup>lt;sup>1</sup> Statistics Canada 2016 Census of Population

<sup>&</sup>lt;sup>2</sup> 2020 Greater Victoria Point-In-Time Homeless Count and Housing Needs Survey: <u>crd-pit-count-2020-community-report-2020-07-31.pdf</u> (victoriahomelessness.ca)

<sup>&</sup>lt;sup>3</sup> CMHC Rental Market Survey

<sup>&</sup>lt;sup>4</sup> Ibid

<sup>&</sup>lt;sup>5</sup> CMHC, adapted from Statistics Canada (Census of Canada and National Household Survey)



### **Prevalence of Renovictions in Victoria**

There is limited data available about the prevalence or nature of evictions due to repair or maintenance in BC, because there is no mechanism in place to track evictions, other than through complaints made to governments, media, or tenant advocates.

Over the last four years, there is evidence that tenants may have been evicted or threatened with eviction for renovations and repairs in over 10 rental buildings in Victoria, affecting over 200 homes, with more than 40 homes being affected since the fall of 2020. This data has been compiled from tenant complaints, building permits data and media reports, but there may be other occasions that have not come to the attention of the city, particularly in cases where building permits are not required.

### Impacts on Victoria's Renters

1 in 5 households in Victoria are in Core Housing Need, meaning they do not have access to affordable, suitable, or adequate housing, and they would need to pay more than 30% of their income to find housing that meets their needs in their area. The majority (86%) of households in need rent their homes.<sup>6</sup>

Evictions adversely affect tenants across all demographics but especially long-term tenants whose rents have remained low due to restrictions on annual increases. These impacts are exacerbated for vulnerable populations and those in Core Housing Need identified in the *Victoria's Housing Needs* 



Source: Statistics Canada, 2016 Census of Population (custom data)

Assessment, 2020, such as seniors or those with fixed and low incomes, those requiring accessible housing, as well as tenants who experience discrimination such as Indigenous people, racialized and migrant groups. Finding alternative housing is often costly, challenging and stress inducing, resulting in increased monthly housing costs, moving costs, risks of homelessness as well as the severing of social connections and access to community support.

### COVID 19

Across Canada, people have struggled to pay for housing and basic necessities due to loss of regular employment due to the pandemic, and there has been reports of rising homelessness in Victoria. Senior governments have offered income and rent support to help improve housing stability. The City of Victoria reprioritized <a href="Housing Strategy">Housing Strategy</a> actions for an immediate response, including:

- Advance and support the rapid supply of affordable and supportive housing in neighbourhoods throughout the city, with government partners and non-profit housing providers;
- b. Bring forward an expanded Rental Property Standards of Maintenance Bylaw for consideration:
- c. Develop a Rental Property Licensing Bylaw to prevent renovictions and demovictions;
- d. Explore the creation of a non-profit administered rent bank on a pilot basis.

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<sup>&</sup>lt;sup>6</sup> Statistics Canada 2016 Census of Population



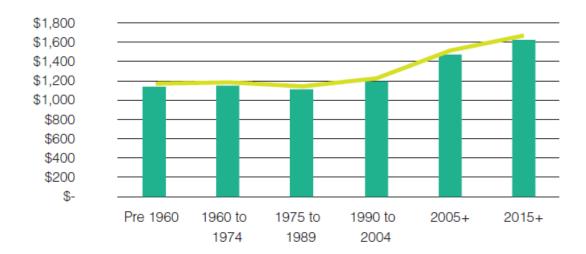
### **Importance of Housing Security**

Having affordable and secure rental housing for residents supports many City objectives, including the creation and retention of equitable, healthy, and diverse mixed-income communities. Suitable rental options are essential for attracting and retaining employers and workers to Victoria.

When long-term tenants are evicted from older buildings because of renovations or repairs, they often face a rental market starkly different from the one they originally entered, as shown in Figure 1 and Table 1 below.

Preventing displacement supports the city to achieve and maintain an equitable, sustainable, diverse, and mixed-income community, as well as advances local economic health by attracting and retaining workers and employers. The new provincial legislation aims to keep people housed, protect tenants from illegal evictions for regular maintenance, minor cosmetic renovations or disingenuous plans to do work with the sole purpose of increasing rents, while also permitting necessary repairs and renovations to maintain safe and livable rental housing.

Figure 1: Victoria's Average Rents by Building Age<sup>7</sup>



When entering the rental market, rent could potentially increase by \$500 per month or more (see Table 1 below). The CMHC average market rents include rents in these older buildings and may be artificially low. Combined with a low vacancy rate, this results in uncertainty for many tenants facing eviction due to renovation or repair.

Table 1: Victoria's Average Market Rents vs. Costs of Entering Rental Market

Unit Size	Average Market Rents, November 2020, CMHC <sup>8</sup>	Market Rent Listings May 2021, Rentals.ca <sup>9</sup>
1 Bedroom	\$1,185	\$1,640
2 Bedroom	\$1,507	\$1,864

<sup>&</sup>lt;sup>7</sup> CMHC Rental Market Report, 2018

<sup>&</sup>lt;sup>8</sup> CMHC Rental Market Report, 2021.

<sup>&</sup>lt;sup>9</sup> Rentals.ca May 2021 Rent Report

<sup>\*</sup>Please note, this table is for illustrative purposes only. Rentals.ca is a third party website, the accuracy of this report has not been verified. The rents listed include prices for all rental listings, including secondary market rentals such as secondary suites, condominiums, townhomes and other housing forms which may often rent at higher prices. The CMHC data only includes market rental apartment buildings.

### **Provincial Legislation**

The Residential Tenancy Act (RTA) is provincial legislation that regulates residential tenancies in British Columbia. The RTA Section 49 permits a landlord to: end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following: renovate or repair the rental unit in a manner that requires the rental unit to be vacant. The RTA also establishes levels of compensation (equivalent compensation to one month's rent) and notice (four months' notice, up from two months previously) for tenants who have to vacate their unit due to major renovation or repair.

Since 2018, the province has implemented recommendations of the Renters Task Force and have revised the RTA, including providing new guidance for what renovations or repairs would not require vacancy.

The guidance states that "renovations or repairs that result in temporary, intermittent, or short-term loss of services like water, hydro or heat, or disruption to the tenant like construction noise do not usually require the rental unit to be vacant." Vacancy is almost never required for renovations or repairs that are cosmetic, such as painting walls, replacing doors, and replacing baseboards. The guidelines list very few types of renovations or repairs which are likely to require the vacancy of a rental home for a period of time.

Table 2: Examples of Type of Work and Vacancy<sup>10</sup>

Types of Work	Examples	Vacancy
Cosmetic Repairs and Renovations	<ul><li>Repainting</li><li>Replacing baseboards, cabinets or doors</li></ul>	Almost Never
Repairs or Renovations that cause temporary, intermittent or short-term loss of services	<ul> <li>Re-piping can be done one unit at a time</li> <li>Electrical Service Replacement</li> <li>Building Envelope Repair</li> </ul>	Unlikely
Extensive Repairs and Renovations, Significant disruption to tenants	<ul> <li>Rental unit re-wire</li> <li>Fire sprinkler installation or replacement</li> <li>Seismic upgrades</li> <li>Interior wall or ceiling demolition</li> </ul>	May be Required

<sup>&</sup>lt;sup>10</sup> Residential Tenancy Policy Guideline 2B: Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use, July 2019: <u>gl2b.pdf (gov.bc.ca)</u>

### **New Provincial Legislative Amendments to Prevent Renovictions**

On March 1, 2021, the Province introduced Bill 7 effective July 1, 2021, to require landlords to apply to the RTB for approval prior to ending a tenancy agreement for the purposes of conducting renovations. In this new process, the RTB, will determine whether tenants can be reasonably accommodated, with the objective of keeping existing tenancies in place. Another key change is to permit landlords to apply for increases in rent, following the completion of renovations to rental units, which may help to keep existing tenancies in place with only incremental rent increases. These changes represent a shift from a responsive approach for enforcing the RTA, to a more proactive approach that actively reviews notices of eviction for repairs or renovations to ensure compliance.

Table 3: Summary of changes to the Residential Tenancy Act relating to renovictions

RTA Provision	Before 2018 12	2018 and 2019 Changes <sup>13</sup>	July 1, 2021 Changes <sup>14</sup>
Notice of evictions	2 months' notice, 1 month rent in compensation required	4 months' notice	RTB to review all eviction notices for renovation or repairs, if granted
Time to dispute notice	15 days	30 days	No change
Compensation for bad faith evictions	2 months' rent	12 months' rent	No change
Right of first refusal	Not offered	Offered in multi-unit buildings at the market rental rate	No change

<sup>&</sup>lt;sup>12</sup> Residential Tenancy Policy Guideline 50. Compensation for Ending a Tenancy, October 2018: Legislation: (gov.bc.ca), <sup>13</sup> Residential Tenancy Policy Guideline 2B: Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a

Permitted Use, July 2019: gl2b.pdf (gov.bc.ca)

<sup>&</sup>lt;sup>14</sup> Attorney General News Release, March 2021: Preventing renovictions, extending rent freeze to benefit tenants | **BC Gov News** 

### **Municipal Renoviction Regulations in BC**

In 2019, prior to the province's announced RTA amendments, New Westminster, Port Coquitlam, and Port Moody have recently amended regulations to disincentivize renovictions in their communities. Each community has taken the approach of creating anti-renoviction protections by amending their Business Bylaws for rental apartments. Through these municipal regulations, they can enforce requirements for landlords to provide alternative accommodation and Right of First Refusal (or right to return to the unit) after repairs or renovations are carried out, effectively making it illegal to evict tenants for minor or cosmetic repairs and renovations. Port Coquitlam and New Westminster's bylaws have both been legally challenged by landlords. New Westminster's bylaw was upheld by the BC Supreme Court in 2020 and the BC Court of Appeal in 2021, 15 and Port Coquitlam's lawsuit was dropped.

Like Victoria, other jurisdictions across BC support tenants facing eviction through tenant advocacy, tenant assistance or relocation policies, and non-profit housing associations or foundations, among other policies. But only the three municipalities discussed in this review have developed and implemented regulations and bylaws that aim to disincentivize and regulate renovictions, in addition to provincial legislation and guidelines. Summaries of anti-renoviction legislation and organizations in Ontario and Quebec are also included, although a comprehensive review of their policies was not carried out for the purposes of this review.



<sup>15 1193652</sup> B.C. Ltd. v. New Westminster (City), 2021 BCCA 176 (CanLII), https://canlii.ca/t/jfnxd

Table 4: Municipal Renoviction Regulations in BC

Application	Alternative Accommod'n	Right of first refusal (RoFR)	Penalty	Exemption
New Westminster				
Dwelling units, defined as "rental units" that require a building permit for alterations.  Does not apply to secondary suites in owner-occupied single detached dwelling units.	Temporary accommodation arrangements while renovation work is carried out.	Return to renovated unit under the same terms, including rent, as the tenancy agreement pertaining to the suite being renovated, or terms that are more favourable to the tenant.	Up to \$2,000 per infraction per day, and up to \$10,000 in total per infraction. Up to six months imprisonment if not providing payment.	Owner may apply to Council for an exemption, accompanied by professional certification, meeting conditions related to rent and accommodation. Exemption is guaranteed when an owner is proposing repairs to meet minimum maintenance standards.
Port Coquitlam				
Properties with five or more rental suites, defined as "Suite Rental Business", requiring a building permit for alterations.	Temporary accommodation arrangements while renovation work is carried out.	Return to renovated unit under the same terms, including rent, as the tenancy agreement pertaining to the suite being renovated, or terms that are more favourable to the tenant.	Up to \$2,000 per infraction per day, and up to \$10,000 in total per infraction. Up to six months imprisonment if not providing payment.	Owner may apply to Council for an exemption, accompanied by professional certification, meeting conditions related to rent and accommodation.
Port Moody				
Properties with five or more rental dwelling units, defined as "Market Rental Apartments" requiring a building permit for alterations.	Temporary accommodation arrangements while renovation work is carried out.	Return to a comparable unit under the same terms, including rent, as the tenancy agreement pertaining to the unit being renovated, or terms that are more favourable to the tenant.	Up to \$2,000 and costs per infraction. Up to 60 days imprisonment if not providing payment.	Owner may apply to Council for an exemption, accompanied by professional certification, meeting conditions pertaining to rent and accommodation.

### **City of New Westminster**

44 percent of New Westminster's households are renters, and rental vacancy rates have remained below healthy levels since 2000. Around 9,600 rental units exist in the primary rental market, comprised of purpose-built rental apartments. Rentals are also contained in condominium rentals, single-family house rentals, secondary suites and rooming houses. According to the 2019 Metro Vancouver Housing Data Book, renter households in New Westminster have nearly half the median yearly income of owner households (\$44,368 and \$86,115 respectively). The Business Regulations and Licensing (Rental Units) Amendment Bylaw, 2019, No. 8130, adopted February 4, 2019, requires that before issuing an eviction notice (or evicting a tenant under an eviction notice issued before the new regulations), the property owner must provide tenants with:

- alternative accommodation while renovation work is being carried out, and
- a written offer to return to the renovated unit or another rental unit at the same rent as currently paid, subject to any rent increase permitted under the BC Residential Tenancy Act.
- The City can impose fines if the new rules are not followed.
- There is an option for landlords to apply to Council for an exemption from the Bylaw, and Council may attach provisions to their approval if granted.

Over the last two years, there is evidence that renovictions have occurred in at least fifteen rental buildings in New Westminster, affecting at least 340 units. The bylaw has been effective in protecting tenants from displacement due to renovation or repair, and in nearly all cases, tenants have been properly accommodated and have retained their housing throughout the upgrades to their homes. Often tenants had already moved out or had signed mutual agreements to end tenancy, before the City or the RTB could inform them of their rights. There were high rates of complaints and incidents of renovictions when the bylaw was first adopted, however, recently, there is only one active case being investigated. There have been two applications for exemptions to this Bylaw to date.

Prior to February 2019, when the new regulations came into effect, New Westminster assisted tenants affected by renovictions, as outlined in the <u>Renovictions Action Plan</u>, adopted May 2, 2016. These actions included:

- Circulating copies of the Tenant Survival Guide and updates to the RTA
- Sponsoring workshops on tenants' rights
- Advocating for amendments to the Residential Tenancy Act to allow tenants the first right
  of refusal to return to their unit at a rent that is no more than the landlord could lawfully
  have charged if there had been no disruption in the tenancy.

In 2019, a landlord challenged the validity of the Bylaw on the grounds that it exceeded the legislative jurisdiction of the city under the Community Charter. In February 2020, the BC Supreme Court dismissed this challenge, holding that it was within the City's legislated authority to regulate renovictions through the Bylaw. The landlord subsequently appealed the dismissal, and in May 2021, the Court upheld the Bylaw. Landlord BC is now taking the case to the Supreme Court of Canada.

### **City of Port Coquitlam**

Port Coquitlam's primary market rental stock is around 980 units, and the vacancy rate is below healthy levels, at 0.7 percent. The city's tenure ratio is 23 percent renter households to 77 percent owner ratio, reflecting a higher proportion of owner-occupied single detached homes.

Under the <u>Business Bylaw</u>, <u>2010</u>, <u>No. 3725</u>, and the Business Amendment Bylaw, 2019, No. 4116, rental apartment businesses with five or more units that plan to make repairs or renovations must provide interim accommodation. After the upgrade project is done, landlords cannot increase the rent (landlords also have the option to relocate displaced tenants to a comparable unit). This regulation is triggered by a building permit application – and it applies to all units that will need repairs or renovations, and that require a building permit to make existing building repairs or make interior renovations.

Council tried to find a balance with its renoviction bylaw to allow rental building owners to find a return on their investment but to also stop the practice of removing long-term tenants unnecessarily. There was one building where there was potential for as many as 60 residential tenants to be renovicted. As soon as New Westminster adopted their bylaw, Port Coquitlam worked quickly to adopt a similar bylaw, to prevent this building's tenants from facing renoviction. At the same time that the Bylaw was amended, the building's tenants collectively initiated an appeal process to the RTB, to challenge the landlord for not being compliant with RTA guidelines around evictions. In the end the tenants were able to stay in their units under the same tenancy agreements due to the challenge at the RTB.

The bylaw does not apply to smaller landlords, including homeowners who rent out a secondary suite or a coach house, or apartment condominium owners who rent out their suites. This is a potential gap in the bylaw related to enforcement since it does not apply to landlords with four or fewer suites. Port Coquitlam is also considering potential outcomes of the Bylaw for Standards of Maintenance. They would like to encourage renovations to be carried out in a way that ensures that rental apartments do not become run-down over time, and do not face disinvestment.

### **City of Port Moody**

Port Moody's primary market rental apartment stock is only around 500 units and renter households make up around 25 percent of the population. There are only about 15 rental market apartment buildings throughout the city. Most homes are single-family detached dwellings.

Under the <u>Business Licensing and Regulation Bylaw, 2015, No. 3000</u>, amended in July 2020, properties with five or more "Market Rental Apartment" dwellings that plan to make repairs or renovations that require the tenant to temporarily leave, must provide temporary alternative accommodations. Tenants must also return to the same unit or a comparable unit within the building at the same or more favourable terms as their current tenancy agreement. The terms of Port Moody's business licensing regulation bylaw are similar to New Westminster and Port Coquitlam, except that they have a lesser penalty for non-compliance.

During implementation, they chose not to enforce the regulations. There was no large consultation process since there are not many renters or purpose-built rental buildings across the community.

Although staff made a tenant awareness campaign to educate about these new amendments, they have not heard any complaints from tenants about potential renoviction scenarios, and none of the rental apartment buildings have submitted applications for renovation or repair. There is minor concern, similar to Port Coquitlam, that since the Bylaw only addresses properties with five or more rental units, that tenants renting in older single-family detached dwellings could face renoviction. Similar to Port Coquitlam, they are concerned about finding a balance between encouraging the maintenance of building standards, proper rehabilitation and replacement, and redevelopment where it makes sense, without unnecessarily increasing the rate of tenant displacement, all while providing supports for existing tenants.

### **Other Provinces**

### Ontario

Ontario's Landlord Tenant Board (LTB), a provincial body similar to BC's RTB, seeks to resolve disputes between landlords and tenants. Notice N-13 specifies that when giving a notice to end tenancy because the landlord wants to repair or renovate a rental unit, the landlord must have applied for building permits, must provide four months' notice, and must offer Right of Return to the unit.

The tenant can choose to move back into the rental unit after the repairs or renovations are complete. The rent must be the same as the rent before the tenancy was terminated. Before the tenant moves out, the tenant must inform the landlord in writing of their intent to re-occupy the rental unit. Moving expenses or compensation is not required for tenants who are temporarily displaced.

If the rental unit is located in a residential complex that contains at least five residential units and the tenant does not give the landlord a written notice stating that they want to move back after the repairs are completed, the landlord must give the tenant an amount equal to three months' rent or offer another rental unit that is acceptable to the tenant.<sup>16</sup>

- Whether vacant possession is necessary for the landlord to do the repairs or renovations is discussed in these LTB orders: <u>TSL-81965-17 (Re)</u>, 2017 CanLII 28702 (ON LTB); <u>SOL-14870-11 (Re)</u>, 2011 CanLII 101419 (ON LTB).
- The onus is on the tenants to notify the landlord that they want to return to the unit at the same
  rent or challenge a notice to end tenancy that appears to be in 'bad faith.' Local tenant
  advocacy organizations in the City of Toronto have created a website <a href="https://renovictionsto.com/">https://renovictionsto.com/</a> where tenants can report renovictions and proactively seek
  advocacy.
- The City of Hamilton implemented a <u>Tenant Defense Pilot Program</u> that has <u>recently expanded</u> to help tenant associations facing potential renoviction, by providing funding and support to help fight their case at the Landlord and Tenant Branch.

<sup>&</sup>lt;sup>16</sup> LTB | Eviction for Personal Use, Demolition, Repairs and Conversion (tribunalsontario.ca)

### Quebec

Quebec law allows for a rent increase when a new tenant moves into a rental unit, but the landlord must give the tenant a notice stating the lowest rent paid in the last 12 months before the beginning of the lease before they sign the rental agreement. The tenant has the right to object to the rent and request the landlord to fix his or her rent.<sup>17</sup> This helps prevent unreasonable rent increases between tenancies.

Quebec's Tribunal administratif du logement (gouv.qc.ca) requires landlords to provide a notice to end tenancy one to six months beforehand, depending on the reason for eviction and the length of the lease. For major improvements or repairs, the landlord can ask tenants to temporarily leave the dwelling and offer compensation for that time. The landlord cannot raise the rent on the dwelling during the term of the lease because of major work they have done. For eviction for subdivision, enlargement or change of destination of a dwelling, the landlord must provide proper notice, three month's compensation, and reasonable moving expenses, but does not have to offer Right of Return/ Right of First Refusal. The tenant can dispute the eviction and apply to the Tribunal, requiring the landlord to provide proof to the Tribunal that they intend to make extensive enough changes to the property that they require the tenants to end their leases and vacate. During this process, the Tribunal can also impose conditions on the eviction that they consider just and reasonable. As well, a landlord may not evict a tenant if they or the tenant's spouse meets all of the following criteria at the time of eviction:

- they are 70 years of age or over;
- they have occupied the dwelling for at least 10 years;
- their income is equal to or less than the maximum threshold to qualify for a dwelling in lowrental housing.<sup>18</sup>



Source: twin stairs | Montréal | mabi2000 | Flickr

<sup>&</sup>lt;sup>17</sup> Civil Code of Quebec article 1896: <u>CCQ-1991 - Civil Code of Québec (gouv.qc.ca)</u>

<sup>&</sup>lt;sup>18</sup> Civil Code of Quebec article 1959.1: CCQ-1991 - Civil Code of Québec (gouv.gc.ca)

### Resources

### British Columbia – Residential Tenancy Branch:

- Protecting renters by preventing illegal renovictions
- Fact Sheet: Summary of Legislative Changes
- Fact Sheet: Applying for an Additional Rent Increase for Capital Expenditures
- Fact Sheet: Ending a Tenancy for Renovations or Repairs
- "Renovictions" Province of British Columbia (gov.bc.ca)

### **City of New Westminster:**

- Business Regulations and Licensing (Rental Units) Amendment Bylaw, 2019, No. 8130
- Renovictions Action Plan Report, June 2018

### **City of Port Coquitlam:**

- Business Bylaw, 2010, No. 3725
- Housing Affordability Report, July 2018: <u>2018-07-24-CIC-Agenda-Housing-Affordability-report.pdf</u> (portcoquitlam.ca)

### **City of Port Moody:**

City of Port Moody Business Licensing and Regulation Bylaw, 2015, No. 3000

### Ontario:

- Renovictions in Hamilton | ACORN Canada
- Advocacy Centre for Tenants Ontario (ACTO): <u>We Can't Wait: Preserving Our</u>
   Affordable Rental Housing in Ontario report, November 2019
- Landlord and Tenant Board: <u>LTB | Eviction for Personal Use, Demolition, Repairs and Conversion (tribunalsontario.ca)</u>
- Renovictions Tracker: https://renovictionsto.com/
- Tenant Defence Fund Pilot Program: <u>Tenant Defence Fund Pilot Program | City of Hamilton</u>, Ontario, Canada

### Quebec:

- Major Work: Major work | Tribunal administratif du logement (gouv.gc.ca)
- Notice of eviction for subdivision, enlargement or change of destination of a dwelling: U:\MESDOC~1\F3\FORM\PUBLICA\AVI (gouv.qc.ca)
- Notice of major improvements or repairs: <u>U:\MESDOC~1\F3\FORM\PUBLICA\AVI</u> (gouv.gc.ca)
- Rent Increases in Quebec: Tenant rights and Landlord rights in Quebec | tenantrights.ca
- Repossession of an apartment or eviction: <u>Repossession of an Apartment or Eviction | Éducaloi (educaloi.qc.ca)</u>

### RESIDENTIAL TENANCY POLICY GUIDELINE

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# 2B: Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use

This policy guideline is intended to help the parties to an application understand issues that are likely to be relevant. It may also help parties know what information or evidence is likely to assist them in supporting their position. This policy guideline may be revised and new guidelines issued from time to time.

### A. LEGISLATIVE FRAMEWORK

Section 49(6) of the *Residential Tenancy Act* (RTA) allows a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law and intends in good faith to:

- a) demolish the rental unit;
- b) convert the residential property to strata lots under the Strata Property Act;
- c) convert the residential property into a not for profit housing cooperative under the Cooperative Association Act;
- d) convert the rental unit for use by a caretaker, manager or superintendent of the residential property; or
- e) convert the rental unit to a non-residential use.

Section 49.2 of the RTA (in effect as of July 1, 2021) allows a landlord to apply for an order to end the tenancy and an order of possession if all of the following apply:

- a) the landlord has all the necessary permits and approvals required by law and intends in good faith to renovate or repair the rental unit(s)
- b) the renovations or repairs require the unit(s) to be vacant
- c) the renovations or repairs are necessary to prolong or sustain the use of the rental unit(s) or the building in which the rental unit(s) are located
- d) the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement

If an arbitrator is satisfied that all of these criteria are met, then they must grant an order ending the tenancy and issue an order of possession. Such an order must not end the tenancy earlier than 4 months after the date it was made.

Section 49.2(2) states that if there are renovations or repairs being done to more than one rental unit in a building, a landlord must make one application for orders with the same effective date.

Section 42(1) of the *Manufactured Home Park Tenancy Act* (MHPTA) allows a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law and intends in good faith to convert all or a significant part of the park to a non-residential use or an alternative residential use. (See <u>Policy Guideline 33: Ending a Manufactured Home Park Tenancy Agreement - Landlord Use of Property</u>)



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### B. PERMITS AND APPROVALS REQUIRED BY LAW

"Permits and approvals required by law" can include:

- demolition, building or electrical permits issued by a municipal or provincial authority;
- a change in zoning required by a municipality to convert the rental unit to a nonresidential use; or
- a permit or license required to use it for a new purpose.

For example, if the landlord is converting the rental unit to a hair salon and the current zoning does not permit that use, the zoning would need to be changed before the landlord could give notice under section 49(6)(f) of the RTA.

Strata corporations may require certain permits and approvals before a rental unit can be renovated or repaired or converted to a non-residential use. There may also be strata bylaws that prohibit the rental unit from being used for a non-residential purpose. If a strata bylaw requires the landlord to obtain permission before renovating the rental unit, the landlord must have that permission in place before applying to the RTB to end the tenancy under section 49.2 of the RTA. If a strata bylaw prohibits the landlord from using the rental unit for a non-residential purpose, the bylaw would need to be changed or the rental unit exempted from the bylaw before a landlord gives a notice to end tenancy under section 49(6) of the RTA.

Some local governments may have additional policies and bylaws that apply when landlords are performing renovations or repairs to a rental unit. In general, it is the municipality, and not the Residential Tenancy Branch (RTB), that is responsible for enforcing its policies and bylaws. RTB will only consider this to the extent the policies and bylaws impact on or create additional required permits and approvals for the repairs and renovations themselves. Landlords should check with the local government where the rental unit is located as they may face other legal consequences if they fail to do certain things even if an order of possession is granted under the RTA.

When ending a tenancy under section 49(6) of the RTA or section 42(1) of the MHPTA, a landlord <u>must have all necessary permits and approvals that are required by law before they give the tenant notice</u>. If a notice is disputed by the tenant, the landlord is required to provide evidence of the required permits or approvals.

When applying to end a tenancy under section 49.2 of the RTA, a landlord <u>must have in place all the permits and approvals required by law to carry out the renovations or repairs that require vacancy before submitting their application.</u>

The required permits must have been valid at the time the Notice to End Tenancy was given or the application to end the tenancy was made. A permit that was valid at the relevant time but that has expired prior to the dispute resolution hearing will not always be considered a failure to obtain the necessary permits and approvals. A landlord may provide evidence of their efforts to obtain an extension of the permit and an arbitrator



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will consider that evidence and the likelihood of the permit being renewed in making a determination about whether all necessary permits and approvals have been obtained. In some circumstances, an arbitrator may adjourn the hearing while the relevant authority reaches a decision on renewing a permit.

The permits or approvals must cover the extent and nature of work that requires vacancy of the rental unit(s) or the planned conversion. A landlord does not need to show that they have every permit or approval required for the full scope of the proposed work or change. For instance, a landlord can issue a Notice to End Tenancy under section 42 of the MHPTA if they have the permits and approvals required to convert the park to a residential use other than a park, even if they do not yet have all of the permits required to build the planned single-family home on that land.

If a required permit cannot be issued because other conditions must first be met, the landlord should provide a copy of the policy or procedure which establishes the conditions and show that the landlord has completed all steps possible prior to issuing a Notice to End Tenancy or applying to the RTB.

If permits are not required for the change in use or for the renovations or repairs, a landlord must provide evidence such as written confirmation from a municipal or provincial authority stating permits are not required or a report from a qualified engineer or certified tradesperson confirming permits are not required.

### **GOOD FAITH**

In *Gichuru v. Palmar Properties Ltd.*, 2011 BCSC 827 the BC Supreme Court found that good faith requires an honest intention with no dishonest motive, regardless of whether the dishonest motive was the primary reason for ending the tenancy. When the issue of a dishonest motive or purpose for ending the tenancy is raised, the onus is on the landlord to establish they are acting in good faith: *Aarti Investments Ltd. v. Baumann*, 2019 BCCA 165.

Good faith means a landlord is acting honestly, and they intend to do what they say they are going to do. It means they are not trying to defraud or deceive the tenant, they do not have an ulterior purpose for ending the tenancy, and they are not trying to avoid obligations under the RTA or MHPTA or the tenancy agreement. This includes an obligation to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law and makes it suitable for occupation by a tenant (section32(1) of the RTA).

In some circumstances where a landlord is seeking to change the use of a rental property, a goal of avoiding new and significant costs will not result in a finding of bad faith: *Steeves v. Oak Bay Marina Ltd.*, 2008 BCSC 1371.

If a landlord applies for an order to end a tenancy for renovations or repairs, but their intention is to re-rent the unit for higher rent without carrying out renovations or repairs that require the vacancy of the unit, the landlord would not be acting in good faith.



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If evidence shows the landlord has ended tenancies in the past for renovations or repairs without carrying out renovations or repairs that required vacancy, this may demonstrate the landlord is not acting in good faith in a present case.

### C. DEMOLITION

Section 49(6)(a) of the RTA allows a landlord to end a tenancy to demolish a rental unit. Demolition means the complete and irreversible destruction of the rental unit. Usually, but not always, this involves the destruction of the building containing the rental unit. This may also involve partial demolition of a building so that the rental unit ceases to exist.

If the tenancy is ending under section 49(6)(a), the tenant has no right of first refusal to enter into a new tenancy agreement with the landlord for the rental unit.

### D. RENOVATIONS OR REPAIRS

### Vacancy requirement

Section 49.2 allows a landlord to apply to the RTB for an order to end the tenancy and an order of possession to renovate or repair a rental unit if the necessary renovations or repairs require the rental unit to be vacant. Any period of time in which the unit must be vacant is sufficient to meet this requirement.

In Berry and Kloet v. British Columbia (Residential Tenancy Act, Arbitrator), 2007 BCSC 257, the BC Supreme Court found that "vacant" means "empty". Generally, extensive renovations or repairs will be required before a rental unit needs to be empty.

In *Allman v. Amacon Property Management Services Inc.*, 2006 BCSC 725, the BC Supreme Court found that a landlord cannot end a tenancy to renovate or repair a rental unit just because it would be faster, more cost-effective, or easier to have the unit empty. Rather, it is whether the "nature and extent" of the renovations or repairs require the rental unit to be vacant.

Renovations or repairs that require the rental unit to be vacant could include those that will:

- make it unsafe for the tenants to live in the unit (e.g., the work requires <u>extensive</u> asbestos remediation); or
- result in the prolonged loss of a service or facility that is essential to the unit being habitable (e.g., the electrical service to the rental unit must be severed for several weeks).

Renovations or repairs that result in temporary or intermittent loss of an essential service or facility or disruption of quiet enjoyment do not usually require the rental unit to be vacant. For example, re-piping an apartment building can usually be done by



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shutting off the water to each rental unit for a short period of time and carrying out the renovations or repairs one rental unit at a time.

Cosmetic renovations or repairs that are primarily intended to update the decor or increase the desirability or prestige of a rental unit are rarely extensive enough to require a rental unit to be vacant. Some examples of cosmetic renovations or repairs include:

- replacing light fixtures, switches, receptacles, or baseboard heaters;
- painting walls, replacing doors, or replacing baseboards;
- replacing carpets and flooring;
- replacing taps, faucets, sinks, toilets, or bathtubs;
- replacing backsplashes, cabinets, or vanities.

A list of common renovations or repairs and their likelihood of requiring vacancy are located in Appendix A.

# RENOVATIONS OR REPAIRS ARE NECESSARY TO PROLONG OR SUSTAIN THE USE OF THE RENTAL UNIT OR THE BUILDING IN WHICH THE RENTAL UNIT IS LOCATED

Renovations and repairs are important to the life cycle of a building. As buildings age this work is necessary to ensure the rental unit and the building in which it is located remain safe for the tenants. Some examples of these necessary renovations or repairs include:

- Undertaking seismic upgrades
- Updating electric wiring to code
- Installing or replacing a sprinkler system to ensure the building meets codes related to fire safety

# ENDING THE TENANCY AGREEMENT IS THE ONLY REASONABLE WAY TO ACHIEVE THE NECESSARY VACANCY

The onus is on the landlord to provide evidence that the planned work reasonably requires the tenancy to end.

In *Aarti Investments Ltd. v. Baumann*, 2019 BCCA 165, the Court of Appeal held that the question posed by the Act is whether the renovations or repairs "objectively" are such that they reasonably require vacant possession. Where the vacancy required is for an extended period of time, then, according to the Court of Appeal, the tenant's willingness to move out and return to the unit later is not sufficient to establish objectively whether vacant possession of the rental unit is required.



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On the other hand, in *Berry and Kloet v. British Columbia (Residential Tenancy Act, Arbitrator)*, 2007 BCSC 257, the BC Supreme Court found that it would be irrational to believe that a landlord could end a tenancy for renovations or repairs if a very brief period of vacancy was required and the tenant was willing to move out for the duration of the renovations or repairs.

If the renovations or repairs that require vacancy can be completed within 45 days or less and the tenant is willing to make alternative living arrangements for the period of time vacancy is required and provide the landlord with the necessary access to carry out the renovations or repairs, then the tenancy agreement should not need to end to achieve the necessary vacancy. The right of first refusal (see below) contemplates new tenancy agreements being provided at least 45 days before the renovations or repairs that ended the tenancy are completed. If the timeframe is longer than 45 days, it may be unreasonable for the tenancy agreement to continue even if the tenants are willing to make alternative living arrangements. The longer the timeframe, the less likely the tenant can be considered to retain the rights of possession and use contemplated for tenancy agreements, as established in the RTA, and for which the tenant pays rent.

### E. RIGHT OF FIRST REFUSAL

If the tenancy is being ended under section 49.2 and the residential property has 5 or more rental units, the tenant is entitled to enter into a new tenancy agreement for the rental unit that takes effect once renovations or repairs are complete. The tenant must give the landlord notice that they want to be able to exercise this right by completing form #RTB-28 "Tenant Notice: Exercising Right of First Refusal". The tenant must give the completed form to the landlord before vacating the rental unit.

If the tenant gives the landlord this notice, the landlord must complete form <u>#RTB-35</u> <u>"45 Day Notice of Availability"</u> and give it and a tenancy agreement that commences on the date the rental unit will be available to the tenant at least 45 days before the renovations or repairs are finished.

If the tenant does not exercise their right of first refusal by entering into a new tenancy agreement on or before the availability date set out in the "45 Day Notice of Availability" form, the tenant has no further rights respecting the rental unit. The landlord may then rent it to another tenant.

If the landlord fails to comply with the requirements above, the landlord must pay the tenant an amount that is the equivalent of 12 times the monthly rent payable under the previous tenancy agreement unless there are extenuating circumstances.

Some municipalities may have bylaws that impact on the allowable terms for the new tenancy agreement. The RTB does not resolve disputes relating to whether the new tenancy agreement complies with these bylaws. The RTB will only consider whether the new tenancy agreement complies with the RTA. So long as the landlord has provided a



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new tenancy agreement that complies with the RTA, the tenant is not entitled to compensation respecting the right of first refusal.

### F. CONVERTING TO A NON-RESIDENTIAL USE

Non-residential use means something other than use as living accommodation. However, sometimes use as a living accommodation is secondary, incidental or consequential to a non-residential use. For example, correctional institutions are facilities that incarcerate persons convicted of criminal offences – a non-residential use – but they also provide living accommodation to incarcerated persons. Similarly, community care facilities provide 24-hour institutional care to persons and, in doing so, must also provide living accommodation to those persons. These facilities are considered non-residential even though they provide living accommodation because this use is consequential to their primary institutional use.

Other examples of non-residential use include using the rental unit as a place to carry on business, such as a dental office. Some live/work spaces may also be considered non-residential if the majority of the unit must be devoted to commercial enterprise based on municipal requirements: *Gardiner v. 857 Beatty Street Project*, 2008 BCCA 82.

Holding the rental unit in vacant possession is the absence of any use at all. A landlord cannot end a tenancy for non-residential use to leave the rental unit vacant and unused.

### G. COMPENSATION FOR ENDING TENANCY FOR LANDLORD'S USE

Both the RTA and MHPTA require a landlord who gives a notice to end tenancy for landlord's use or receives an order to end a tenancy for renovations and repairs to pay compensation to the tenant for ending the tenancy. For more information on compensation requirements under the RTA, see <a href="Policy Guideline 50">Policy Guideline 50</a> – Compensation for Ending a Tenancy. For more information on compensation requirements under the MHPTA see <a href="Policy Guideline 33">Policy Guideline 33</a>: Ending a Manufactured Home Park Tenancy Agreement - Landlord Use of Property.

# H. CONSEQUENCES FOR NOT USING THE PROPERT FOR THE STATED PURPOSE

### Residential Tenancy Act

A tenant may apply for an order for compensation under section 51 of the RTA if a landlord who ended their tenancy under section 49 of the RTA has not:

 accomplished the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy,

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### COLUMBIA 2B: Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use

 or used the rental unit for that stated purpose for at least six months beginning within a reasonable period after the effective date of the notice (except for demolition).

A tenant may apply for an order for compensation under section 51.4 of the RTA if the landlord obtained an order to end the tenancy for renovations and repairs under section 49.2 of the RTA, and the landlord did not:

• accomplish the renovations and repairs within a reasonable period after the effective date of the order ending the tenancy.

The onus is on the landlord to prove that they accomplished the purpose for ending the tenancy under sections 49 or 49.2 of the RTA or that they used the rental unit for its stated purpose for at least 6 months under sections 49(6)(c) to (f).

Under sections 51(3) or 51.4(5) of the RTA, a landlord may only be excused from these requirements in extenuating circumstances.

For more information see Policy Guideline 50 – Compensation for Ending a Tenancy.

### Manufactured Home Park Tenancy Act

A tenant may apply for an order of compensation under section 44 of the MHPTA if the landlord who ended their tenancy under section 42 of the MHPTA did not:

take steps to accomplish the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy.

The onus is on the tenant to prove that the landlord has not taken steps to accomplish the stated purpose for ending a tenancy under section 42(1) of the MHPTA.

Under section 44(3) of the MHPTA, a landlord may only be excused from these requirements in extenuating circumstances. For more information see Policy Guideline 33: Ending a Manufactured Home Park Tenancy Agreement - Landlord Use of Property.

### A. CHANGES TO POLICY GUIDELINE

Section	Change	Notes	Effective Date
new	new	New policy guideline	2019 -07 -08
all	am	Updated to reflect legislative changes	2021-07-01

Change notations

am = text amended or changed

del = text deleted

new = new section added

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### **APPENDIX A: COMMON RENOVATIONS OR REPAIRS**

These are examples of common renovations or repairs that may require permits or approvals. This information is provided to act as guidance, acknowledging that each building is unique and evidence may be presented that contradicts this table.

Type of Renovation or Repair	Disruption to tenants	Requires Vacancy?
Electrical		
Electrical service replacement	Usually minimal	Unlikely
Replacing receptacles and switches	Usually minimal	Unlikely
Rewiring a circuit	Usually minimal	Unlikely
Full rewire of the rental unit	May be significant	May require vacancy
Heating		
Boiler/furnace replacement	Usually minimal	Unlikely
Hydronic heating system upgrades	Usually minimal	Unlikely
Electric baseboard heater replacement	Usually minimal	Unlikely
Other Mechanical		
Elevator modernization	Usually minimal	Unlikely
Fire sprinkler installation/replacement	May be significant	May require vacancy
Plumbing		
Re-pipe	Usually minimal	Unlikely
Replacing faucets and fixtures	Usually minimal	Unlikely
Replacing bathtubs/toilets	Usually minimal	Unlikely
Structural/Exterior		
Exterior window/glass door replacement	Usually minimal	Unlikely
Roof replacement	Usually minimal	Unlikely
Building envelope repair/remediation	Usually minimal	Unlikely
Exterior painting	Usually minimal	Unlikely
Balcony repair/remediation	Usually minimal	Unlikely
Seismic upgrades	May be significant	May require vacancy
Demolishing load bearing walls	May be significant	May require vacancy



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Type of Renovation or Repair	Disruption to tenants	Requires Vacancy?
Interior		
Replacing cabinets/vanities/countertops	Usually minimal	Unlikely
Replacing backsplashes	Usually minimal	Unlikely
Interior painting	Usually minimal	Unlikely
Replacing interior doors	Usually minimal	Unlikely
Replacing flooring/baseboards	Usually minimal	Unlikely
Replacing appliances	Usually minimal	Unlikely
Adding appliances	Usually minimal	Unlikely
Demolishing a non-load bearing wall	Usually minimal	Unlikely
Minor asbestos remediation	Usually minimal	Unlikely
Major asbestos remediation	May be significant	May require vacancy
Full interior wall and ceiling demolition	Likely significant	Likely requires vacancy

# Protecting renters by preventing illegal renovictions

https://news.gov.bc.ca/24812

Victoria - Wednesday, June 30, 2021 1:00 PM

Residential tenancy changes that will prevent renovictions and provide renters with more security and protection come into effect on Thursday, July 1, 2021.

These changes address the Rental Housing Task Force's number one recommendation – to stop renovictions by shifting responsibility to the landlord to apply to the Residential Tenancy Branch (RTB) for pre-approval.

Tenants will have the opportunity to participate in a dispute resolution hearing and provide evidence that the tenancy does not need to end for the work to be completed. The landlord will need to have all required permits and approvals, and must prove the work is necessary and the only way to complete it is by ending the tenancy.

The changes will eliminate most renovictions. Landlords will only be able to end a tenancy in situations where that is the only way to do the necessary repairs or upgrades. In those rare cases, tenants will now have a full four months' notice after the RTB approves the application – no longer having to spend that time fighting the eviction.

Previously, some landlords issued notices to end tenancy for renovations when the work did not require units to be vacant. The tenant could then dispute the notice with the RTB if they disagreed with the eviction. These changes will give the RTB oversight over any eviction notice for renovations, which will help stop illegal renovictions from happening.

#### Additional tenant's compensation for bad-faith evictions

In cases where a tenant has been evicted, but the landlord does not follow through on the stated purpose for ending the tenancy, an amendment will make it easier for tenants to receive compensation.

For example, a landlord can end a tenancy because they or a family member will move into the unit. Before, if the landlord failed to follow through on that plan and a tenant sought compensation from their landlord, the burden was on the tenant to prove it. The amendment shifts the onus to the landlord to prove they have used the property for the stated purpose of ending the tenancy.

### Additional rent increase for capital expenditures

Should a landlord make repairs or improvements to a rental unit or building and want to apply a modest rent increase to pay for them, they must now apply to the RTB for approval. This fulfils a recommendation of the Rental Housing Task Force, along with capping rent to inflation to keep rent more affordable while ensuring rental homes are maintained and improved.

Tenants can participate in the hearing and submit evidence if they believe that the costs are ineligible. The improvements must be capital expenditures involving major systems or components that are integral to the residential property, such as roof repairs or new windows.

If successful, the RTB's decision will set out the eligible rent increase based on a formula, which factors in the amount of eligible capital expenditures and the number of dwelling units, amortized over a 10-year period. The additional rent increase will be capped at a maximum of 3% per year (plus the annual rent increase) for a maximum of three years.

The rent freeze continues to be in effect until Dec. 31, 2021.

Applications for these new processes will open July 5.

#### **Quick Facts:**

- These changes fulfil recommendations from the Rental Housing Task Force.
- Previous action to support renters and address the task force's recommendations include:
  - o rent freeze until the end of 2021;
  - o closing the fixed-term lease loophole;
  - o eliminating geographic rent hike;
  - o bringing in a new compliance and enforcement unit; and
  - o introducing initial steps to strengthen protections for renters facing "renovictions" and "demovictions."
- The requirement for landlords to apply to the RTB to end a tenancy for renovations or repairs is similar to the process in Ontario.

#### **Learn More:**

Residential Tenancy Branch: <a href="https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies">https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies</a>

Online application for dispute resolution: www.gov.bc.ca/landlordtenant/online

Residential Housing Task Force recommendations:

https://engage.gov.bc.ca/app/uploads/sites/121/2018/12/RHTF-Recommendations-and-WWH-Report Dec2018 FINAL.pdf

### **Ministry of Attorney General**

and Responsible for Housing Media Relations

778 678-1572

# Rental Business Licensing Bylaw

September 2, 2021



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# **Purpose**

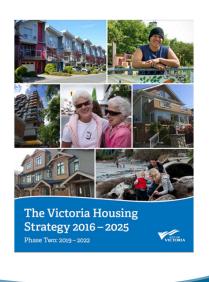
- Provide Council with an update on new provincial legislation designed to improve protections for tenants
- Provide recommendations regarding the previously initiated Rental Business Licensing Bylaw in light of this new legislation
- Propose new actions that the City can take to further strengthen tenant protections.

VICTORIA

Rental Business Licensing Byla

# **Background**

- Housing Strategy focus on renters:
  - √ Tenant Assistance Policy
  - ✓ Rental Property Standards of Maintenance Bylaw
- Rental Business Licensing Bylaw prioritized as part of COVID-19 recovery
- Main objective to supplement the RTA with more robust tenant protections.





ental Business Licensing Bylaw

2

# What Are Renovictions?

The Province of BC defines 'renovictions' as an event where tenants are evicted in order to repair or renovate the unit, and the rent for the unit is increased following completion of the upgrade.

Distinction between <u>disingenuous</u>, <u>minor</u> and <u>major</u> repairs.



Rental Business Licensing Byla

# **Jurisdictional Review**

- New Westminster, Port Coquitlam, Port Moody
- · Their bylaws restrict evictions by requiring:
  - ✓ alternative accommodation while renovation work is being carried out, and
  - ✓ right of first refusal to return to the renovated unit or alternative unit at the same rent (subject to increase permitted under BC RTA)
- Do not apply to secondary rental units, i.e. garden suites or laneway houses



ental Business Licensing Bylaw

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# **Preliminary Work**

- Draft Rental Business Licensing Bylaw prepared (similar to New Westminster's bylaw)
- Engagement on draft bylaw held from February 1 March 15, 2021
- Province announced legislative improvements to RTA after engagement complete
- · New legislation considered



Rental Business Licensing Byla

# **Key Changes to Provincial RTA**

- Landlords must apply for approval from RTB for all eviction notices for renovations:
  - ✓ RTB determines whether tenants can be reasonably accommodated (temporary accommodation etc.)
  - ✓ Where landlords prove that long-term unit vacancy is required, tenants will be evicted, with 4 months notice and one months rent compensation
- Landlords must apply for <u>permission to increase rent</u>, following the completion of a renovation
- In effect since July 1, 2021



ental Business Licensing Bylaw

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# **Key Changes to Provincial RTA**

Types of Work	Examples	Vacancy
Cosmetic Repairs and Renovations	•Repainting •Replacing baseboards, cabinets, or doors	Almost Never
Repairs or Renovations that cause temporary, intermittent, or short- term loss of services	•Re-piping •Electrical Service Replacement •Building Envelope Repair	Unlikely
Extensive Repairs and Renovations, Significant disruption to tenants	•Rental unit re-wire •Fire sprinkler installation or replacement •Seismic upgrades •Interior wall or ceiling demolition	May be Required

VI

Rental Business Licensing Bylaw

# **Considerations**

- RTA improvements aim to prevent nearly all evictions relating to repair or renovations
- RTB improvements to undertake enforcement and arbitration
- Need for a municipal bylaw now uncertain with increased Provincial oversight
- · City bylaw would create duplication, confusion, conflicts
- City bylaw would require additional resources for low benefit



ental Business Licensing Bylaw

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# **Complementary Actions by City**

There are other actions Victoria can take to improve housing security, prevent renovictions and complement Provincial improvements, including:

- ✓ Monitoring the outcomes
- ✓ Reporting to Council on efficacy of legislation
- √ Improving public awareness
- ✓ Building capacity with tenants Shift Initiative



Rental Business Licensing Bylaw

# Recommendations

- 1. Suspend development of a Rental Business Licensing Bylaw given changes to the RTA
- 2. Monitor implementation of the provincial legislation and report back to Council in the fall of 2023 on its efficacy and whether further City action is needed
- 3. Facilitate public awareness and access to information regarding new RTA requirements
- 4. Undertake tenant capacity-building and outreach activities regarding new RTA requirements



Pental Business Licensina Bulaw



### CITY OF VICTORIA

## **PROCLAMATION**

### "ECONOMIC ABUSE AWARENESS DAY"

- WHEREAS Domestic economic abuse is a pattern of control, exploitation or sabotage of money, finances and economic resources (car, food, education, transportation) which affects an individual's capacity to acquire, use and maintain economic resources and threatens their economic security and self-sufficiency; and
- WHEREAS A lack of access to economic resources undermines a woman's independence, such as leaving abusing relationship, limiting her access to social support services, undermining mental and physical well-being, and exacerbating other risk factors contributing to homeless, generational trauma and other forms of marginalization affecting women; and
- WHEREAS Women who experience economic abuse are five times more likely to experience physical and other forms of gender-based violence; and 99% of situations which include coercive control will lead to economic and financial abuse; and
- **WHEREAS** Economic abuse has severely impacted numerous generations of Canadian and continues to occur regardless of socio-economic status, race, age or other identity factors; and
- **WHEREAS** It is of utmost importance that government, at all levels, take action to support survivors of financial and economic abuse.
- NOW, THEREFORE I do hereby proclaim November 26th, 2021, as "ECONOMIC ABUSE AWARENESS DAY" on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA.
- *IN WITNESS WHEREOF*, I hereunto set my hand this 14<sup>th</sup> day of October, Two Thousand and Twenty-One.

LISA HELPS
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA

Sponsored By: Andrea Howard Canadian Centre for Women's Empowerment



### CITY OF VICTORIA

## **PROCLAMATION**

### "RESPIRATORY THERAPY WEEK"

- **WHEREAS** Respiratory Therapists are highly trained professionals providing care in the hospital and community and;
- **WHEREAS** Respiratory Therapists use their expertise in the assessment and management of respiratory diseases to help members of the community breathe easier and;
- **WHEREAS** Respiratory Therapists have provided care on the front lines of the pandemic and been instrumental in managing supplies and protocol for COVID 19.
- NOW, THEREFORE I do hereby proclaim the week of October 24<sup>th</sup> October 30<sup>th</sup>, 2021 as "RESPIRATORY THERAPY WEEK" on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA.

*IN WITNESS WHEREOF*, I hereunto set my hand this 14<sup>th</sup> day of October, Two Thousand and Twenty-One.

LISA HELPS MAYOR CITY OF VICTORIA BRITISH COLUMBIA Sponsored By: Michelle Conville Cansleep Services



### CITY OF VICTORIA

## **PROCLAMATION**

### "SMALL BUSINESS MONTH"

WHEREAS	Small businesses contribute greatly to the vibrancy and vitality of Victoria; and
WHEREAS	Small businesses are and essential to our local, provincial, and national economic wellbeing; and
WHEREAS	Small businesses make up 98 percent of all business in BC; and
WHEREAS	The City of Victoria values our city's many small businesses; and
WHEREAS	The City of Victoria recognizes the continued impact and challenges of the COVID-19 pandemic on the small business community; and
WHEREAS	the City of Victoria recognizes the continued impact and challenges of the COVID-19 pandemic on the small business community; and
WHEREAS	the Downtown Victoria Business Association coordinates a campaign to promote small businesses and highlights their importance to our city's economy and community.

NOW, THEREFORE I do hereby proclaim the month of October 2021 as "SMALL BUSINESS MONTH" on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA.

*IN WITNESS WHEREOF*, I hereunto set my hand this 14<sup>th</sup> day of October, Two Thousand and Twenty-One.

LISA HELPS MAYOR CITY OF VICTORIA BRITISH COLUMBIA

Sponsored By: The Downtown Victoria Business Association

### COMMITTEE OF THE WHOLE REPORT FROM THE MEETING HELD OCTOBER 14, 2021

For the Council meeting of October 14, 2021, the Committee recommends the following:

### H.2 Build Back Victoria Update

That Council receive this report for information and:

- That Council direct the City Solicitor to bring forward amendments to the Business Recovery from Pandemic Bylaw (#20-072) to extend its validity to June 1, 2022 with new applications being accepted until October 31, 2021 only and applications for extensions of existing permits being accepted until November 30, 2021 only.
- 2. Direct the Director of Engineering & Public Works, Director of Sustainable Planning and Community Development, and City Solicitor to bring forward interim changes to the Sidewalk Café Regulation Bylaw (#16-038) to incorporate lessons learned from Build Back Victoria.
- 3. Direct staff to prepare resource considerations to introduce a pilot and establish an on-going Mobile Vending Business Licence and associated permit program as part of the 2023 Financial Planning Process
- 4. That the above motions be forwarded to the daytime meeting of October 14, 2021 for ratification.



## Council Report

For the Meeting of October 14, 2021

To: Council Date: September 29, 2021

From: Karen Hoese, Director, Sustainable Planning and Community Development

Subject: Update Report for Rezoning Application No. 00715 and Associated Official

Community Plan Amendment and Development Permit Application No. 000567 for 1230 Grant Street, 1209-1215, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211

**Gladstone Avenue** 

#### RECOMMENDATION

- 1. That the following bylaws be given introductory readings:
  - i. Zoning Regulation Bylaw, Amendment Bylaw (No. 1234) No. 21-064
  - ii. Official Community Plan, Amendment Bylaw (No. 36) No. 21-065
  - iii. Housing Agreement (1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue) Bylaw (2021) No. 21-066
  - Vining Street and North Park Street Road Closure and Dedication Removal Bylaw No. 21-067.
- Subject to Council giving introductory readings to Vining Street and North Park Street Road Closure and Dedication Removal Bylaw No. 21-067, that Council direct staff to deliver notice of its intention to the following operators or utilities or transmission or distribution facilities or works that Council considers will be affected by the closure: Telus, BC Hydro, Shaw, and Fortis.

#### Development Permit Application No. 000567

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit Application No. 000567 for 1230 Grant Street, 1209-1215, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, in accordance with:

- 1. Plans date stamped May 28, 2021.
- The Development Permit lapsing two years from the date of this resolution."

#### **EXECUTIVE SUMMARY**

The purpose of this report is to present Council with an update regarding the Rezoning and Development Permit Applications for the properties located at 1230 Grant Street, 1209-1215, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue. The proposal is to rezone from the R-K Zone, Medium Density Attached Dwelling District, and R-2 Zone, Two-Family Dwelling District to a new residential rental tenure zone to increase the density and permit a multi-unit residential development consisting of approximately 158 affordable and below-market rental dwelling units within five buildings. An amendment to the *Official Community Plan* (OCP) from Public Facilities, Institutions, Parks and Open Space and Traditional Residential to Urban Residential is required to facilitate this development.

The application was considered by Council at the Committee of the Whole meeting on May 7, 2020, and it came before Council on May 14, 2020, and again on August 6, 2020, where the following resolutions were approved:

#### Council Motion - May 14, 2020

#### Rezoning Application No. 00715

- 1. That Council instruct the Director of Sustainable Planning and Community Development to prepare the necessary Official Community Plan Amendment Bylaw in accordance with Section 475 of the Local Government Act and the necessary Zoning Regulation Bylaw Amendments that would authorize the proposed development outlined in Rezoning Application No. 00715 for 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, and change the OCP designation from Public Facilities, Institutions, Parks and Open Space and Traditional Residential to Urban Residential.
- 2. That first and second reading of the Zoning Regulation Bylaw Amendments be considered by Council and a Public Hearing date be set once the following conditions are met:
  - a. Preparation and execution of the appropriate legal agreements executed by the applicant in order to secure the following:
    - a housing agreement to ensure the residential rental units remain affordable or below market in perpetuity in accordance with the City's definition of affordability and below market in the Victoria Housing Strategy 2016-2025 (Phase Two: 2019-2022)
    - ii. that the applicant provides a minimum of 14 three-bedroom, eight fourbedroom dwelling units, 15 accessible dwelling units in accordance with CAN/CSA-B651-95, the National Standard of Canada for barrier-free design, and private amenity space with a minimum floor area of 139m²
    - iii. a Statutory Right-of-Way of 3.928m on Grant Street and 1.90m on Vining Street be registered on title to the satisfaction of the Director of Engineering and Public Works
    - iv. a Statutory Right-of-Way of 10.85m along the proposed driveway at Grant Street be registered on title to the satisfaction of the Director of Engineering and Public Works
    - v. construction of a vehicle turnaround on Grant Street adjacent to the subject properties to the satisfaction of the Director of Engineering and Public Works

- vi. construction of community gardens or contribution of cash in lieu equivalent to the installation of such gardens within the 145m² road closure area on the north side of North Park Street in consultation with the Fernwood Community Association and the Compost Education Centre and to the satisfaction of the Director of Sustainable Planning and Community Development and Director of Engineering and Public Works
- vii. construction of an 8m wide greenway on the Victoria High lands adjacent to the development site in accordance with the plans dated April 6, 2020 to the satisfaction of the Director of Parks, Recreation and Facilities and the Director of Sustainable Planning and Community Development.
- 3. That adoption of the zoning bylaw amendment will not take place until all of the required legal agreements that are registrable in the Land Title Office have been so registered.
- 4. That the applicant provide a revised site plan and civil drawing showing a Grant Street turnaround to the satisfaction of the Director of Engineering and Public Works and the Director of Parks. Recreation and Facilities.
- 5. That Council consider who is affected by the proposed changes to the Official Community Plan and determine, pursuant to Section 475(1) of the Local Government Act that the affected persons, organizations and authorities are those property owners and occupiers within a 200m radius of the subject properties.
- 6. That Council provide an opportunity for consultation pursuant to section 475 of the Local Government Act and direct the Director of Sustainable Planning and Community Development to:
  - i. mail a notice of the proposed OCP Amendment to the affected persons; and
  - ii. post a notice on the City's website inviting affected persons, organizations and authorities to ask questions of staff and provide written or verbal comments to Council for their consideration.
- 7. That Council specifically consider whether consultation is required under Section 475(2)(b) of the Local Government Act, and determine that no referrals are necessary with the Capital Regional District Board, Councils of Oak Bay, Esquimalt and Saanich, the Songhees and Esquimalt First Nations, the School District Board, and the provincial and federal governments and their agencies because the proposed OCP amendment does not affect them.
- 8. That Council direct the Director of Engineering and Public Works to bring forward for Council's consideration, a report and bylaws for road closures and necessary restructuring on Vining St and North Park St to accommodate the project.
- 9. That Recommendations 1 to 8 be adopted on the condition that they create no legal rights for the applicant or any other person, no 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.

#### Development Permit Application No. 000567

#### That, subject to:

- 1. the preparation and execution of legal agreements to secure housing affordability, unit types, accessible dwelling units, and amenity space, Statutory Right-of-Ways, and the construction of a greenway, to the satisfaction of the Director of Community Planning and Sustainable Development and Direction of Engineering and Public Works.
- 2. revisions to the driveway and underground parkade entrance of the four-storey, multi-unit residential building on Grant Street to accommodate the Grant Street turnaround, to the satisfaction of the Director of Community Planning and Sustainable Development and Director of Engineering and Public Works.

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit Application No. 000567 for 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, in accordance with:

- 1. Plans date stamped April 6, 2020.
- 2. The Development Permit lapsing two years from the date of this resolution."

#### Council Motion - August 6, 2020

### Rezoning Application No. 00715

That Council amend condition #2.a.i in the May 14, 2020 Council resolution for the Rezoning Application No. 00715 for 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue so that it reads:

i. a housing agreement to ensure the residential rental units remain affordable or below-market for sixty (60) years in accordance with the City's definition of affordability and below-market in the Victoria Housing Strategy 2016-2025 (Phase Two: 2019-2022).

#### **COMMENTS**

#### Community Input on Official Community Plan Amendment

On May 14, 2020, Council directed staff to consult with property owners and occupants within 200m of the subject properties through a mail-out and public notices on the City's website. To date, the City has received correspondence from 17 members of the public (attached). Additional comments received prior to the Public Hearing will be included in the Council Agenda package at that time.

#### Plan Revision

The average grade, site coverage and open site space calculations were incorrect on the original plans dated April 6, 2021. The applicant updated the data table in accordance with the *Zoning Regulation Bylaw*. There were no design changes to the proposal. For consistency purposes, the recommendation for Council's consideration includes the new date stamp of the revised plans.

#### **Update on Tree Planting**

In the Committee of the Whole report, it states that the applicant is proposing to plant 88 new trees with this development, which does not include the tree planting along the proposed Greenway. In fact, the applicant will be planting 121 new trees, which includes the following breakdown:

- 88 new trees, including four bylaw replacement trees and four municipal trees
- 33 new trees along the proposed greenway.

#### **Grant Street Turnaround**

In response to Council's motion, the applicant has provided a civil drawing showing a truck turnaround at the end of Grant Street to the satisfaction of the Director of Engineering and Public

Works and the Director of Parks, Recreation and Facilities. To accommodate a truck turnaround area for larger trucks (e.g., garbage trucks, moving trucks, handy-dart, emergency vehicles, etc.), the applicant will remove the existing bollards at the entrance to Haegert Park, and install a new removable bollard in a different location to prevent trucks from driving into the park. If this work results in any disturbance to the existing landscaping and infrastructure, the applicant will return the area to its original condition to the satisfaction of the Director of Parks, Recreation and Facilities.

The applicant has also confirmed and indicated on the revised plans that the driveway access into the development on Grant Street, which forms part of the truck turnaround area, will have grades and vehicle clearances that comply with the requirements of the *Highway Access Bylaw* to the satisfaction of the Director of Engineering and Public Works. The applicant is working on design solutions with the structural and mechanical engineers for the building permit drawings and confirmed that there would be no significant changes to the design of the four-storey multi-unit residential building.

#### Vining and North Park Street Road Closures

To facilitate this development, the closure and removal of highway dedication for the portions of Vining Street and North Park Street would be required as shown on the road closure plan attached to this report. The proposed closure of these portions of Vining and North Park Streets will have no impact on the neighbourhood transportation network and would allow for the expansion of community gardens and the Compost Education Centre within the closed portion of North Park Street to compensate for the loss of community gardens adjacent to Vining Street. The remaining portions of Vining and North Park Streets will continue to service all adjacent properties. A road closure bylaw has been prepared for Council's consideration should Council wish to proceed with advancing the application to a Public Hearing.

Section 40(3) and (4) of the Community Charter require Council to provide notice prior to adopting road closure and dedication removal bylaws:

- (3) Before adopting a bylaw under this section, the council must
  - (a) give notice of its intention in accordance with section 94 [public notice], and
  - (b) provide an opportunity for persons who consider they are affected by the bylaw to make representations to council.
- (4) In addition to the requirement under subsection (3), before adopting a bylaw under subsection (1) (a), the council must deliver notice of its intention to the operators of utilities whose transmission or distribution facilities or works the council considers will be affected by the closure.

Staff have prepared a public notice in accordance with section 40(3), which will also invite the public to make submissions to Council by those who consider they are affected by the bylaw. In addition, staff have identified that the following utilities have facilities or works in the proposed road closure areas and may be affected by the closure: Telus, BC Hydro, Shaw and Fortis. Should Council proceed to introductory readings of the road closure bylaw, staff are prepared to notify such utilities, so that reasonable accommodations can be made to the utilities if required.

### **Public Hearing Conditions**

With regard to the pre-conditions that Council set in relation to this application, the following legal agreements have been executed by the applicant:

- a Housing Agreement to ensure that the residential rental units remain affordable or below-market in perpetuity in accordance with the City's definition of affordability and below-market in the Victoria Housing Strategy 2016-2025 (Phase Two: 2019-2022)
- a 3.928m statutory right-of-way (SRW) on Grant Street, 10.85m SRW along the driveway at Grant Street, 1.90m SRW on Vining Street and 8m SRW along the greenway
- Section 219 covenants securing the following items:
  - a minimum of 14 three-bedroom and eight four-bedroom dwelling units; 15 accessible dwelling units in accordance with CAN/CSA-B651-95, the National Standard of Canada for barrier-free design; and private amenity space with a minimum floor area of 139m²
  - construction of a vehicle turnaround on Grant Street
  - construction of community gardens or contribution of cash in lieu equivalent to the installation of such gardens within the 145m² road closure area on the north side of North Park Street in consultation with the Fernwood Community Association and the Compost Education Centre
  - construction of an 8m wide greenway on the Victoria High lands adjacent to the development site.

The recommendation provided for Council's consideration contains the appropriate language to advance this application to a Public Hearing.

Respectfully submitted,

Leanne Taylor Senior Planner Development Services Division Karen Hoese, Director Sustainable Planning and Community Development Department

#### Report accepted and recommended by the City Manager.

### **List of Attachments**

- Attachment A: Updated plans dated May 28, 2021
- Attachment B: Grant Street turnaround drawing dated May 27, 2021
- Attachment C: Updated Letter to Mayor and Council dated November 10, 2020
- Attachment D: Road Closure Plan
- Attachment E: Correspondence regarding Official Community Plan amendment.

#### PROJECT INFORMATION CIVIC ADDRESS 1230 GRANT STREET I SI REET 1209, 1218, 1219, 1220, and 1226 NORTH PARK S"REET 1219 VINING STREET 1235 CALEDONIA AVENUE 1211 GLADSTONE AVENUE LEGAL DESCRIPTION LOT 4 VIP205 SECTION SR VICTORIA LOT 5 VIP205 SECTION SR VICTORIA LOT 6 VIP205 SECTION SR VICTORIA LOT 6 VIP205 SECTION SR VICTORIA N 56 OF LOT 8 VIP205 SECTION SR VICTORIA REM LOT 8 VIP205 SECTION SR VICTORIA LOT 9 VIP205 SECTION SR VICTORIA LOT 9 VIP205 SECTION SR VICTORIA LOT 9 VIP205 SECTION SR VICTORIA LOT 18 VIP205 SECTION SR VICTORIA LOT A SECTION 53, SPRING RIDGE, VIP55528 SITE AREA PROJECT DESCRIPTION THE PROJECT INVOLVES THE DEVELOPMENT OF 158 AFFORDABLE HOUSING RESIDENTIAL UNITS AND SUPPORT FACILITIES IN 2 APARTMENT AND 3 TOWNHOUSE BUILDINGS OVER ONE BASEMENT LEVEL OF PARKADE. BUILDING HEIGHTS APARTMENT 1 APARTMENT 2 TOWNHOUSE 1 TOWNHOUSE 2 BCBC 4 STOREYS 5 STOREYS 3 STOREYS 3 STOREYS 3 STOREYS ZONING 4 STOREYS, 12.30 M 5 STOREYS, 14.98 M 4 STOREYS, 11.05 M 3 STOREYS, 10.65 M 3 STOREYS, 9.40 M TOWNHOUSE 3 BUILDING AREAS APARTMENT 1 APARTMENT 2 872 SM 875 SM TOWNHOUSE 1 653 SM TOWNHOUSE 2 652 SM TOWNHOUSE 3 260 SM GROSS BUILDING AREAS BORD ZONING GROSS BUILDING AREAS BCBC ZONING PARKADE 3905 SM 275 SM\* \* AREA OF PARKADE EXCLUDING EXTERIOR WALLS, VEHICLE AND BICYCLE PARKING AND CIRCULATION APARTMENT 1 LEVEL 1 LEVEL 2 LEVEL 3 776 SM 850 SM 850 SM LEVEL 4 APARTMENT 2 LEVEL 1 LEVEL 2 789 SM 656 SM 765 SM 637 SM LEVEL 3 831 SM 831 SM 809 SM LEVEL 4 809 SM LEVEL 5 672 SM 3692 SM TOWNHOUSE 1 LEVEL 0 601 SM 566 SM\* LEVEL : 603 SM 608 SM 581 SM 592 SM \*\* DOES NOT CONTRIBUTE TO FSR. TOWNHOUSE 2 LEVEL 0 LEVEL 1 LEVEL 2 607 SM 607 SM 590 SM 590 SM LEVEL 3 TOTAL 645 SM 2504 SM 632 SM 2413 SM \*\* DOES NOT CONTRIBUTE TO FSR. TOWNHOUSE 3 LEVEL 1 LEVEL 2 222 SM 235 SM 243 SM RESIDENTIAL IJUIT SUMMARY APARTMENTS II. 2. 14 STUDIO @ 34 SM 7 ACCESSIBLE ONE BED @ 52 SM 5 TWO BED @ 77 SM 5 ACCESSIBLE TWO BED @ 77 SM 11 THREE BED @ 88 -98 SM 1 ACCESSIBLE THREE BED @ 98 SM 1 FOUR BED @ 98 SM DESIDENTIAL UNIT SUMMARY 98 - 118 SM 6 FOUR BED @ TOWNHOUSES 1 -3 55 TWO BED @ 2 ACCESSIBLE TWO BED @ 2 THREE BED @ 81 - 90 SM 104 SM 2 FOUR BED @ 61 TOTAL VEHICLE DARKING SURFACE 5 BICYCLE PARKING LONG TERM 1: SHORT TERM 3: TOTAL 2:

```
VICTORIA ZONING BYLAW SUMMARY
R-2
USE
RESIDENTIAL
8681.1 - 5225 = 3456.1
OPEN SITE SPACE/ SITE AREA
3456.1/8681.1 = 40%
AVERAGE GRADE (GEODETIC)
TOWNHOUSE 2
BUILDING 2 32.6 M
HEIGHT OF BUILDINGS
(AS MEASURED FROM AVERAGE GRADE)
 APARTMENT 1
APARTMENT 2
 TOWNHOUSE
 TOWNHOUSE 2
TOWNHOUSE 3
VEHICLE PARKING
< 45 SM
45 - 70 SM
> 70 SM
SUBTOTAL
VISITOR
TOTAL REQUIRED
PROVIDED
BICYCLE PARKING
TOTAL PROVIDED
SHORT TERM
RESIDENTIAL (THE GREATER OF) .1 X 158 OR 6 X 5
TOTAL SHORT TERM REQUIRED 30
TOTAL PROVIDED
```

```
CODE ANALYSIS
                                                                                                   REFERENCE DOCUMENT BCBC 2018
                                                                                                    PARKADE
OCCUPANCY CLASSIFICATIONS (TABLE 3.1.2.1)
BELOW GRADE PARKADE -
GROUP F, DIVISION 3 - LOW HAZARD INDUSTRIAL
                                                                                                   OCCUPANCY SEPARATIONS (TABLE 3.1.3.1)
BELOW GRADE PARKADE CONSIDERED AS A SEPARATE BUILDING AND SEPARATED FOOM THE FLOORS OF ALL BUILDINGS ABOVE BY A 2 HOUR FIRE SEPARATION IN ACCORDANCE WITH 3.2.1.2.
 FLOOR SPACE RATIO
GROSS BUILDING FLOOR AREA (ZONING) / SITE AREA
11193/6681.1 = 1.29
 SITE COVERAGE
(SEE A202b FOR CALCULATION)
AREA OF LOT OCCUPIED BY ANY STRUCTURE/ SITE AREA
4957/8681.1 = 57%
                                                                                                    BUILDING SIZE AND CONSTRUCTION RELATIVE TO OCCUPANCY
                                                                                                 3.2.2.78 - GROUP F, DIVISION 3 - ANY HEIGHT, ANY AREA, SPRINKLERED
FIRE SUPPRESSION - FULL SPRINKLERED
ALLOWABLE HEIGHT - ANY HEIGHT
 OPEN SITE SPACE
(SEE A2020 FOR CALCULATION)
SITE AREA - (BUILDING AREA + SURFACE PARKING AREA)
                                                                                                              ALLOWABLE AREA - ANY AREA
                                                                                                             CONSTRUCTION - NON COMBUSTIBLE
                                                                                                              FLOOR ASSEMBLIES - 2 HOUR
SUPPORTING WALLS AND STRUCTURE - 2 HOUR
                                                                                                    ACTUAL SIZE AND CONSTRUCTION
                                                                                                            UAL SIZE AND CONSTRUCTION
FIRE SUPPRESSION - FULL SPRINKLERED
HEIGHT - 1 STOREY
AREA - 3905 SM
CONSTRUCTION - NON COMBUSTIBLE
FLOOR ASSEMBLY - 2 HOUR
SUPPORTING WALLS AND STRUCTURE - 2 HOUR
APARTMENT 1
APARTMENT 2
TOWNHOUSE 1
TOWNHOUSE 1
TOWNHOUSE 3
TOWNHOUSE 3
TOWNHOUSE 3
APARTMENT 2
BUILDING 1
33.2 M
                                                                                                   APARTMENT 1.
OCCUPANCY CLASSIFICATIONS (TABLE 3.1.2.1)
                                                                                                            GROUP C - RESIDENTIAL
                                                                                                   OCCUPANCY SEPARATIONS (TABLE 3.1.3.1)
                                                                                                    BUILDING SIZE AND CONSTRUCTION RELATIVE TO OCCUPANCY
                                                                                                  3.2.2.51 - GROUP C, UP TO 4 STOREYS, SPRINKLERED 
FIRE SUPPRESSION - FULLY SPRINKLERED 
ALLOWABLE HEIGHT - 4 STOREYS
                                          12,300 M
14,980 M
                                                                                                            ALLOWABLE HEIGHT - 48 TIGNEY, ALLOWABLE HEIGHT - 48 TIGNEY, ALLOWABLE HEREN - 1800 SM (BASED ON FOUR STOREYS) CONSTRUCTION - COMBUSTIBLE OR NON COMBUSTIBLE FLOOR ASSEMBLIES - 1 HOUR SUPPORTING WALLS AND STRUCTURE - 1 HOUR ROOF ASSEMBLY - NONE
                                           11.050 M
                                          10.650 M
                                           9 400 M
                                                                                                   ACTUAL SIZE AND CONSTRUCTION
FIRE SUPPRESSION - FULLY SPRINKLERED
HEIGHT - 4 STOREYS
AREA - 872 SM
                                         .2 X 14 = 2.8
.5 X 58 = 29
                                         .75 X 86 = 64.5
96.3 (96)
                                         .1 X 158 = 15,8 (16)
                                                                                                             CONSTRUCTION - COMBUSTIBLE
FLOOR ASSEMBLY - 1 HOUR
SUPPORTING WALLS AND STRUCTURE - 1 HOUR
                                                                                                             ROOF ASSEMBLY - NONE
                                                                                                   APARTMENT 2
OCCUPANCY CLASSIFICATIONS (TABLE 3.1.2.1)
                                                                                                            GROUP C - RESIDENTIAL
                                                                                                   OCCUPANCY SEPARATIONS (TABLE 3.1.3.1)
```

# BUILDING SIZE AND CONSTRUCTION RELATIVE TO OCCUPANCY 3.2.250 - GROUP C, UP TO 6 STOREYS, SPRINKLERED FIRE SUPPRESSION I-FLULY SPRINKLERED ALLOWABLE HEIGHT - 6 STOREYS & 18 M ALLOWABLE AREA - 1800 SM (BASED ON FIVE STOREYS) CONSTRUCTION - COMBUSTIBLE OR NON COMBUSTIBLE ELONG ASSEMBLIES. - 1400 FLOOR ASSEMBLIES - 1 HOUR SUPPORTING WALLS AND STRUCTURE - 1 HOUR ROOF ASSEMBLY - 1 HOUR

ACTUAL SIZE AND CONSTRUCTION FIRE SUPPRESSION - FULLY SPRINKLERED HEIGHT - 5 STOREYS, 14.96 M AREA - 831 SM CONSTRUCTION - COMBUSTIBLE FLOOR ASSEMBLY - 1 HOUR SUPPORTING WALLS AND STRUCTURE - 1 HOUR ROOF ASSEMBLY - 1 HOUR

#### CODE ANALYSIS CONTINUED

TOWNHOUSE 1 OCCUPANCY CLASSIFICATIONS (TABLE 3.1.2.1) GROUP C - RESIDENTIAL

#### OCCUPANCY SEPARATIONS (TABLE 3.1.3.1)

BUILDING SIZE AND CONSTRUCTION RELATIVE TO OCCUPANCY 3.22.54-GROUP C. UPTO 3 STOREYS, SPRINKLERED FIRE SUPPRESSION - FULLY SPRINKLERED ALLOWABLE HIEIGHT - 3 STOREYS ALLOWABLE AREA - 1800 SM (6ASED ON THREE STOREYS) CONSTRUCTION - COMBUSTIBLE OR NON COMBUSTIBLE FLOOR ASSEMBLIES - 45 MIN. SUPPORTING WALLS AND STRUCTURE - 45 MIN. ROOF - NONE

#### ACTUAL SIZE AND CONSTRUCTION

FIRE SUPPRESSION - FULLY SPRINKLERED HEIGHT - 3 STOREYS WITH BASEMENT AREA - 645 SM AREA - 545 SM CONSTRUCTION - COMBUSTIBLE FLOOR ASSEMBLY - 45 MIN. SUPPORTING WALLS AND STRUCTURE - 45 MIN. ROOF ASSEMBLY - NONE

TOWNHOUSE 2 OCCUPANCY CLASSIFICATIONS (TABLE 3.1.2.1) GROUP C - RESIDENTIAL

#### OCCUPANCY SEPARATIONS (TABLE 3.1,3,1)

BUILDING SIZE AND CONSTRUCTION RELATIVE TO OCCUPANCY 3.2.2.54 - GROUP C, UP TO 3 STOREYS, SPRINKLERED FIRE SUPPRESSION - FULLY SPRINKLERED ALLOWABLE HEIGHT - 3 STOREYS

ALLOWABLE AREA - 1800 SM (BASED ON THREE STOREYS CONSTRUCTION - COMBUSTIBLE OR NON COMBUSTIBLE FLOOR ASSEMBLIES - 45 MIN SUPPORTING WALLS AND STRUCTURE - 45 MIN.

# ACTUAL SIZE AND CONSTRUCTION FIRE SUPPRESSION - FULLY SPRINKLERED HIRE SUPPRESSION - FULLY SPRINKLERED HIRE SUPPRESSION - FULLY SPRINKLERED CONSTRUCTION - COMBUSTIBLE FLOOR ASSEMBLY - 4 SMIN. SUPPORTING WALLS AND STRUCTURE - 45 MIN. ROOF ASSEMBLY - NOW

TOWNHOUSE 3
OCCUPANCY CLASSIFICATIONS (TABLE 9,10,2,1) GROUP C - RESIDENTIAL

#### FIRE-RESISTANCE RATINGS (TABLE 9.10.8.1) USE - RESIDENTIAL (GROUP C

MAXIMUM HEIGHT - 3 STOREYS MAXIMUM AREA - 600 SM MAXIMUM ANEA - 800 SM CONSTRUCTION - COMBUSTIBLE OR NON COMBUSTIBLE FLOOR ASSEMBLIES - 45 MIN. SUPPORTING WALLS AND STRUCTURE - 45 MIN. ROOF ASSEMBLY - NONE

#### ACTUAL SIZE AND CONSTRUCTION FIRE SUPPRESSION - FULLY SPRINKLERED HEIGHT - 3 STOREYS WITH BASEMENT AREA - 253 SM CONSTRUCTION - COMBUSTIBLE FLOOR ASSEMBLY - 45 MIN. SUPPORTING WALLS AND STRUCTURE - 45 MIN.

ROOF ASSEMBLY - NONE

#### DRAWING INDEX

ARCHITECTURAL A001 PROJECT INFORMATION A002 SURVEY

#### A101 PARKADE PLAN

A201 ARCHITECTURAL SITE PLAN A202a AVERAGE GRADE CALCULATIONS A202b SITE COVERAGE CALCULATIONS A202c OPEN SPACE CALCULATIONS A203 L1 PLAN A204 L2 PLAN A205 L3 PLAN A206 L4 PLAN A207 L5 PLAN A208 ROOF PLAN

A301 FLEVATIONS - APARTMENT 1 A302 ELEVATIONS - APARTMENT 2 A303 ELEVATIONS - APARTMENT 2 A303 ELEVATIONS - APARTMENT 2
A304 ELEVATIONS - TOWNHOUSE 1
A305 ELEVATIONS - TOWNHOUSE 2
A306 ELEVATIONS - TOWNHOUSE 3
A307 ELEVATIONS - TOWNHOUSE 3
A308 VIEWANALYSIS
A308 VIEWANALYSIS
A310 VIEWANALYSIS
A3110 VIEWANALYSIS
A3110 VIEWANALYSIS
A3110 VIEWANALYSIS
A3110 VIEWANALYSIS
A3110 VIEWANALYSIS

A312 PERSPECTIVE STUDIES A313 SKYLINE ANALYSIS A401 BUILDING SECTIONS A402 BUILDING SECTIONS A403 BUILDING SECTIONS A404 BUILDING SECTIONS

ASO1 I 1 PLAN - APARTMENTS A602 12 PLAN - APARTMENTS A603 I 3 PLAN - APARTMENTS A603 L3 PLAN - APARTMENTS A604 L4 PLAN - APARTMENTS A605 L5 PLAN - APARTMENTS A606 TOWNHOUSE 1 A607 TOWNHOUSE 2 A608 TOWNHOUSE 2 A608 TOWNHOUSE 2 A610 TOWNHOUSE 3

A701 APARTMENT UNIT PLANS
A702 APARTMENT UNIT PLANS
A703 TOWNHOUSE S 1 & 2 UNIT PLANS
A704 TOWNHOUSE S 1 UNIT PLANS
A705 AMENITY ROOM

#### 19-028-REZONING CONCEPTUAL SERVICING

LANDSCAPE I 1 01 I ANDSCAPE OVERVIEW PLAN L1.02 LANDSCAPE MATERIALS SOUTH L1.03 LANDSCAPE MATERIALS NORTH L1.03 LANDSCAPE MATERIALS NORTH
L1.04 STORMWATER MANAGEMENT
L1.05 TREE RETENTION & REMOVAL PLAN
L3.01 PLANTING PLAN SOUTH
L3.02 PLANTING PLAN NORTH
L5.01 LANDSCAPE SECTIONS

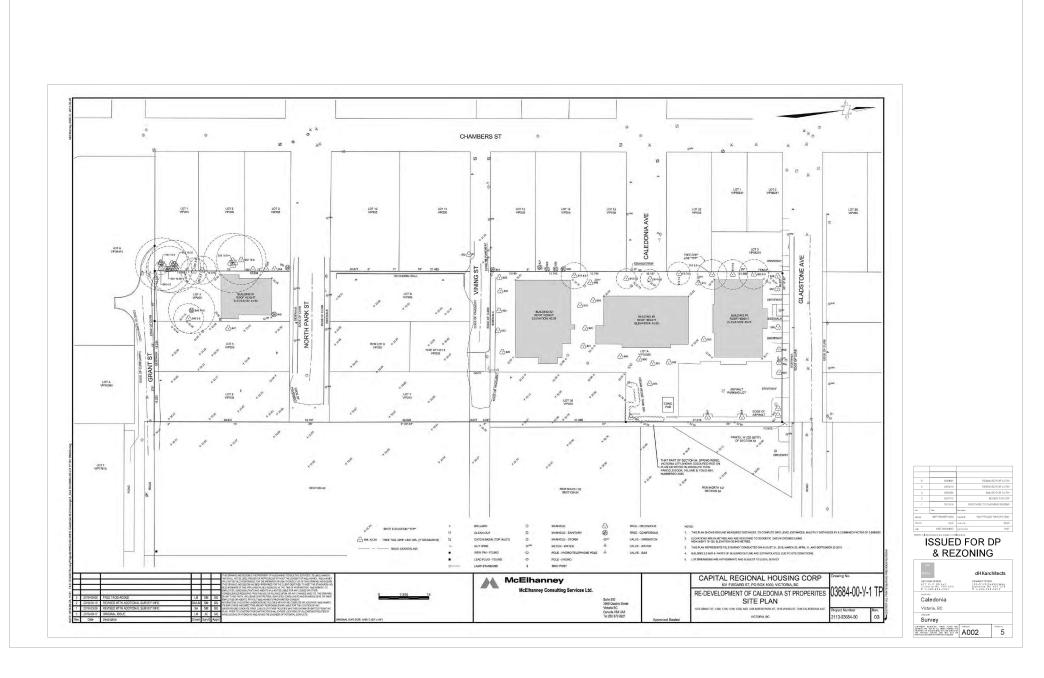
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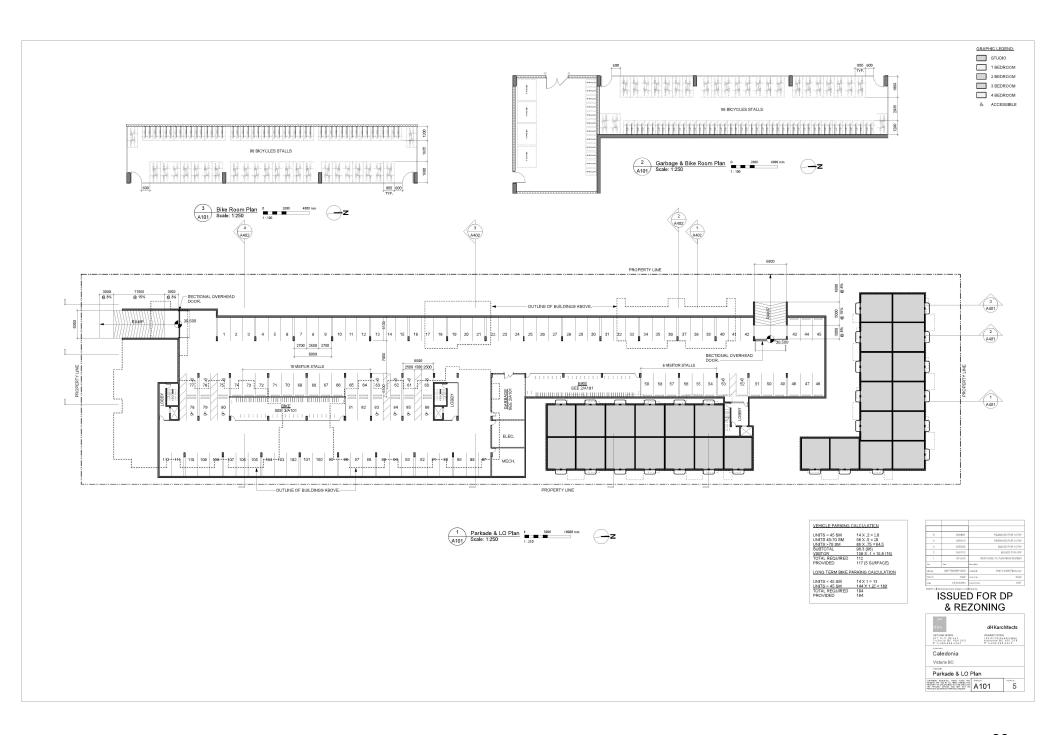
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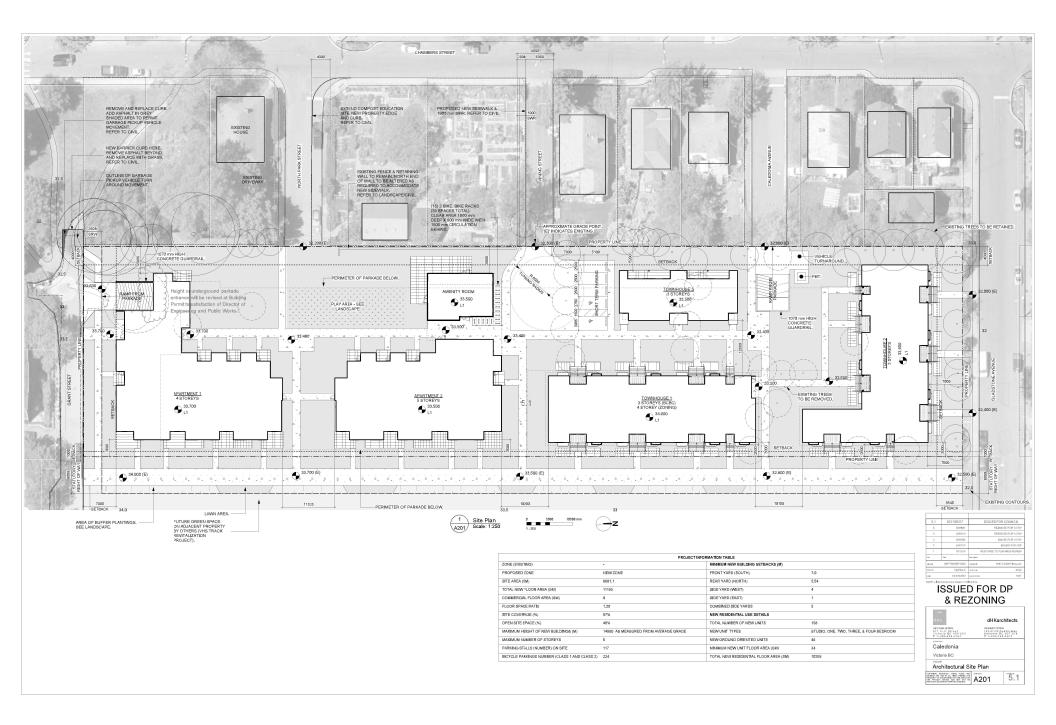


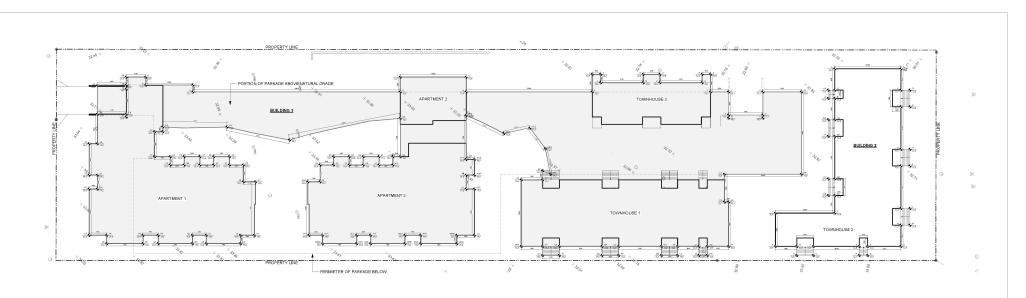












#### **BUILDING 1 - AVERAGE GRADE CALCULATION**

INCLUDES SUM OF ALL PORTION OF EUILDINGS OVER PARKADE :

- 1.) APARTMENT 1
  2.) APARTMENT 2
  3.) TOWN-NOUSE 1
  4.) TOWN-NOUSE 3
  5.) PORTION OF PARKADE ABOVE NATURAL GRADE (>33.2 m)

side	corner grade point	+ corner grade point	/ 2	average grade per side	X length of side	TOTAL
A&B	32.5	32.6	2	32.6	1.8	57.0
B&C	32.6	32,6	2	32.6	10,3	335.8
C&D	32.6	32.7	2	32.7	1.5	49.0
D&E	32,7	32,8	2	32,8	44,9	1470,5
E&F	32.8	32.7	2	32.8	3.2	104.8
F&G	32.7	32.8	2	32.8	14,2	465.1
G&H	32.8	32,9	2	32.9	3.2	105,1
H&I	32.9	32.6	2	32.8	27.3	894.1
I&J	32,6	32,6	2	32.6	3.8	123.9
Jak	32.6	32.6	2	32.6	1.8	58.7
K&L	32.6	32,6	2	32.6	1.8	58.7
L&M	32.6	32.8	2	32.7	9.2	300.8
M&N	32.8	32.8	2	32.8	1.8	59.0
N&O	32.8	32.8	2	32.8	3.6	118.1
O&P	32.8	32.8	2	32.8	1.8	59.0
P&Q	32.8	33,1	2	33.0	9.2	303,1
Q8R	33.1	33.0	2	33.1	1,8	59.5
RAS	33.0	33.0	2	33.0	1.8	59.4
T&S	33.0	33.1	2	33.1	3.8	125.6
T&U	33.1	33.1	2	33.1	3.9	129.1
U8V	33.1	33,1	2	33.1	5.0	165,5
V&W	33.1	30.5	2	31.8	0.0	0.0
WSX	30.5	30.5	2	30.5	7.4	225.7
X&Y	30.5	33.1	2	31.8	0.0	0.0
Y87	33.1	33.1	2	33.1	5.0	165,5
Z&AA	33.1	32.9	2	33.0	8.3	273.9
AAABB	32.9	32.8	2	32.9	17.8	584.7
BBACC	32.8	33.0	2	32.9	16.6	546.1
CCADD	33.0	32.7	2	32.9	6.0	197.1
DO&EE	32.7	32,7	2	32.7	0.9	29.4
FFAFF	32.7	32.8	2	32.8	9.6	314.4
FFAGG	32.8	32.8	2	32.8	4.6	150.9
GG&HH	32.8	32.8	2	32.8	2.0	64.3
HHAII	32.8	32.8	2	32.8	1.8	59.0
HALL	32.8	32.8	2	32.8	2.0	64.3
JJ&KK	32,8	32,8	2	32,8	4,6	150,9
KKALL	32.8	32.8	2	32.8	2.0	64.3
LLSMM	32.8	32.8	2	32.8	3.6	118.1
MM8.NN	32.8	32.8	2	32.8	2.0	64.3
NN&OD	32.8	32.9	2	32.9	9.2	302.2
OORPP	32.9	32.8	2	32.9	2.0	E4.4
PPAOD	32.8	33.0	2	32.9	3.6	118.4
QQ&RR	33.0	33.0	2	33.0	2.0	64.7
RRASS	33.0	33.2	2	33.1	9.2	304.5
SS&TT	33.2	33.2	2	33.2	2.0	65.1
TT&UU	33.2	33.3	2	33.3	3.6	119.7
LUAVV	33.3	33.3	2	33.3	2.0	65.3
VW&VV	33.3	33.4	2	33.4	4.6	153.4
WANTER	33.4	33,6	2	33.5	14,4	482.4
XXAYY	33.6	33.5	2	33.6	4.6	154.3
YYAZZ	33.5	33.4	2	33.5	2.0	65.6

ZZ&AAA	33.4	33.2	2	33.3	1.8	61.3
AAA&BBB	33.2	33.2	2	33.2	5.6	187.4
BBB&CCC	33,2	33.2	2	33,2	5,6	184.8
CCC&DDD	33,2	33,2	2	33,2	5,7	189,2
DOD&EEE	33.2	33.2	2	33.2	9.1	303.1
EEE&FFF	33.2	33.8	2	33.5	9.5	318.3
FFF&GGG	33.8	33.7	2	33.8	1.8	60.8
GGG&HHH	33,7	33,9	2	33,8	3,4	114,9
HHBIII	33,9	34.0	2	34,0	1,8	61,1
III&JJJ	34.0	33.9	2	34.0	3.0	101.5
JJJ&KKK	33.9	33.9	2	33.9	1.8	61.0
KKK&LLL	33.9	33.7	2	33.8	10.0	338.0
LLLSMMM	33.7	33.8	2	33.8	3.8	128.3
VAM SAININ	33,8	33,8	2	33,8	1,8	8,08
ODOSMA	33.8	33.8	2	33.8	7.8	263.6
OOO&PPP	33.8	33.8	2	33.8	1.8	60.8
PPP&QQQ	33.8	33.8	2	33.8	3.4	114.9
QQQ&RRR	33,8	33.8	2	33,8	1,8	60,8
RRR&SSS	33.8	33.8	2	33.8	7.4	250.
SSSATTT	33.8	33.8	2	33.8	1.6	60.8
TTT&UUU	33.8	33.8	2	33.8	3.0	101.4
UUU&VVV	33,8	33.8	2	33.8	1.8	60.8
WWWSVVV	33,8	33,8	2	33,8	7,4	250,
XXX3AVWV	33.8	33.8	2	33.8	1.8	60.8
YYYSXXX	33.8	33.8	2	33.8	3.0	101.4
YYY&ZZZ	33.8	33.6	2	33.7	11.6	389.7
7778A4	33.6	33.7	2	33.7	2.6	88.8
A48B4	33.7	33.5	2	33.6	3.6	122
B4&C4	33.5	33.6	2	33.6	3.0	100.7
C48D4	33.6	33.5	2	33.6	1.6	60.4
D48E4	33,5	33.5	2	33.5	3.4	113.9
E48F4	33.5	33.6	2	33.6	1.8	60.4
F4&G4	33.6	33.6	2	33.6	3.0	100.8
G48 H4	33.6	33.6	2	33.6	1.6	60.5
HIAII	33.6	33.6	2	33.6	3.4	114.3
148.14	33,6	33.6	2	33.6	1,8	80.5
J48.K4	33.6	33.6	2	33.6	3.0	100.8
K4&L4	33.6	33.6	2	33.6	1.8	60.5
L48 M4	33.6	33.6	2	33.6	1.6	53.8
MARNA	33.6	33.2	2	33.4	8.3	276.7
N48O4	33.2	33.2	2	33.2	24.5	811.5
O48P4	33.2	33.2	2	33.2	13,8	458.5
P4&Q4	33.2	33.2	2	33.2	13.9	460.5
O48 R4	33.2	33.3	2	33.3	1.1	35.2
R4AS4	33,3	33.3	2	33,3	1.8	59.9
S48T4	33.3	33.8	2	33.6	5.4	181.3
T48.LI4	33.8	33.6	2	33.7	3.4	114.6
MAV4	33.6	33.5	2	33.6	1.6	60.4
V4AVM	33.5	33.4	2	33.5	3.0	100.4
VM8X4	33.4	33.5	2	33.5	1,8	80.2
X48Y4	33.5	33.4	2	33.5	3.4	113.7
Y48Z4	33.4	33.4	2	33.4	1.8	60.1
74AA5	33.4	33.4	2	33.4	3.0	100 :

58C5	33,4	33,4	2	33,4	1.
	33,4	33,4	2	33,4	3,
5&D5	33.4	33.3	2	33.4	1.
58.E5	33,3	33.3	2	33.3	3.0
58F5	33.3	33.5	2	33.4	3.0
58.G5	33,5	33,5	2	33,5	2,0
658.H5	33.5	33.8	2	33.7	11.
5815	33.8	33.8	2	33.8	3.0
5&J5	33.8	33.8	2	33.8	1.
5&K5	33.8	33.8	2	33.8	7
5&L5	33,8	33,8	2	33,8	1.
58M5	33.8	33.8	2	33.8	3.0
158.N5	33.8	33.8	2	33.8	1.8
58.05	33.8	33.8	2	33.8	7.4
55&P5	33,8	33,8	2	33,8	1,8
58Q5	33.8	33.8	2	33.8	3.4
258.R5	33.8	33.8	2	33.8	1.8
58.85	33.8	33.9	2	33.9	7.8
5&T5	33.9	33.9	2	33.9	1.4
58.05	33,9	33,9	2	33,9	3,8
58V5	33.9	34.0	2	34.0	10.
58W5	34.0	34.2	2	34.1	1.8
V58X5	34.2	34.2	2	34.2	3.0
58Y5	34,2	34,0	2	34,1	1,8
58.25	34,0	34,0	2	34,0	6,8
					1.6
					6.4
					6.2
					0,0
					6.0
					6.3
					6.3
					1.3
					4.3
58.25 58.46 68.86 68.86 68.66 68.66 68.66 68.66 68.66 68.16 68.16	34,0 34,0 34,0 33,0 32,9 30,5 30,5 32,6 32,5 32,6 32,5	34.0 34.0 33.0 32.9 30.5 30.5 32.6 32.6 32.5 32.5 32.5	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	34,0 34,0 33,5 33,5 31,7 30,5 31,6 32,6 32,6 32,6 32,6	

	X length of side	TOTAL	
			GRADE = TOTAL/Perimeter
Perimeter	682.2	22637.9	33.2

60.1 113.6 60.0 99.9 121.4 88.4 392.2 101.4 60.8 250.1 60.8 250.1 10.5 60.8 101.4 60.8 250.1 10.8 250.1 2

#### **BUILDING 2 - AVERAGE GRADE CALCULATION**

INCLUDES: 1.) TOWNHOUSE 2

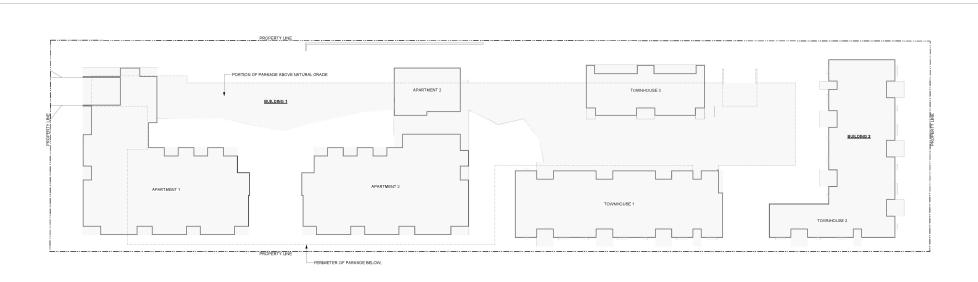
side	corner grade point	+ corner grade point	/ 2	average grade per side	X length of side	TOTAL
A&B	32,7	32,6	2	32,7	14,4	471,6
B&C	32.6	32.6	2	32.6	4.6	150.0
C&D	32.6	32.6	2	32.6	2.0	63.9
D&E	32.6	32.6	2	32.6	3.6	117.4
E&F	32,6	32,6	2	32,6	2,0	63,9
F&G	32,6	32,6	2	32,6	9,2	299,9
G&H	32.6	32.6	2	32.6	2.0	63.9
H&I	32.6	32.6	2	32.6	3.6	117.4
l&J	32.6	32.6	2	32.6	2.0	63.9
J&K	32,6	32,4	2	32,5	9,2	299,0
K&L	32.4	32.4	2	32.4	2.0	63.5
L&M	32.4	32.4	2	32.4	3.6	116.6
MSN	32.4	32.4	2	32.4	2.0	63.5
N&O	32.4	32.5	2	32.5	4.6	149.3
O&P	32,5	32,5	2	32,5	7,2	234,0
P&Q	32.5	32.8	2	32.7	2.0	64.0
Q&R	32.8	32.7	2	32.8	1.8	59.0
R&S	32.7	32.5	2	32.6	2.0	63.9
S&T	32,5	32,5	2	32,5	10,0	325,0
T&U	32.5	32.8	2	32.7	2.0	64.0
U&V	32.8	32.8	2	32.8	3.6	118.1
V&W	32.8	32.6	2	32.7	2.0	64.1
Wax	32.6	32.7	2	32.7	4.6	150.2
X8Y	32,7	32,6	2	32,7	7,2	235,1
Y&Z	32.6	32.4	2	32.5	12.8	416.0
Z&AA	32.4	32.4	2	32.4	3.8	123.1
AA&BB	32.4	32.5	2	32.5	1.6	51.9
DD&GB	32,5	32,5	2	32,5	3,6	117,0
CCⅅ	32.5	32.5	2	32.5	1.6	52.0
DD&EE	32.5	32.8	2	32.7	9.2	300.4
EE&FF	32.8	32.8	2	32.8	1.6	52.5
FF&GG	32.8	32.8	2	32.8	3.6	118.1
GG&HH	32,8	32,8	2	32,8	1,6	52,5
HBH	32.8	32.8	2	32.8	4.6	150.9
II&JJ	32.8	32.8	2	32.8	1.6	52.5
JJ&KK	32.8	32.8	2	32.8	1.8	59.0
KK&LL	32.8	32,8	2	32,8	1,6	52,5
LL&A	32,8	32,7	2	32,8	4,6	150,7

	X length of side	TOTAL	
			GRADE = TOTAL Perimeter
Perimeter	160.4	5230.0	32.6



# ISSUED FOR DP & REZONING

d-Ka	dHKarchitect
VECTORIA OFFICE BIT Filt Street Victoria BC VSV DHO T 1-150-658-1967	NAMARO OFFICE 102-5 170 DUBLIN WAY NAME 1710 DU VOT 2K T 1-250-595-5915
Caledonia	
Victoria BC	
Average Grade	Calculations



#### SITE COVERAGE - CALCULATION

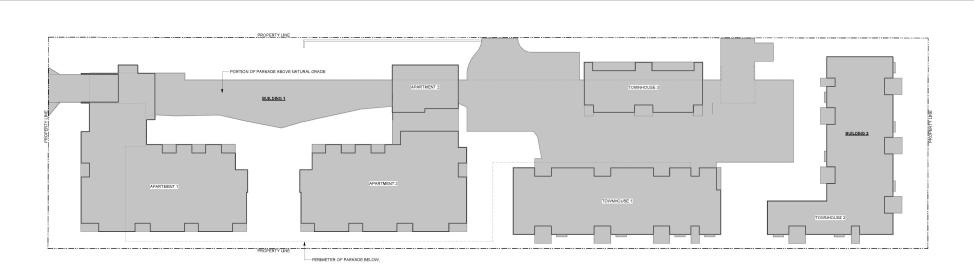
CURRENT: BUILDING AREA 4,957 m<sup>2</sup>/LOT 8681.14 m<sup>2</sup> = 57%

SUM OF GROSS AREA OF LOT OCCUPED BY ANY STRUCTURE INCLUDING:

1.) APARTMENT 1
2.) APARTMENT 2
3.) TOWNHOUSE 1
4.) TOWNHOUSE 3
5.) PORTION OF PARKADE ABOVE NATURAL GRADE (>33.2 m)

ISSUED FOR DP & REZONING NAMEDOFFEE 102-5170 DUBLIO Way Name to BC VOT 2KB T 1-200-595-5910

Caledonia Victoria BC Site Coverage Calculations CONFIDENT SERVICE, THERE PLANE AND DESCRIPTION OF ALL TREES SERVICE THE PROJECT DESCRIPTION OF ALL TREES SERVICE THE PROJECT DESCRIPTION OF ALL TREES SERVICE THE PROJECT DESCRIPTION OF ALL TREES SERVICE ALL TREES COMMENT



#### OPEN SITE SPACE - CALCULATION

PORTION OF THAT'S LANDSCAPED AND NOT OCCUPIED OR OBSTRUCTED LOT OCCUPIED BY ANY BUILDING OR PORTION OF BUILDING.

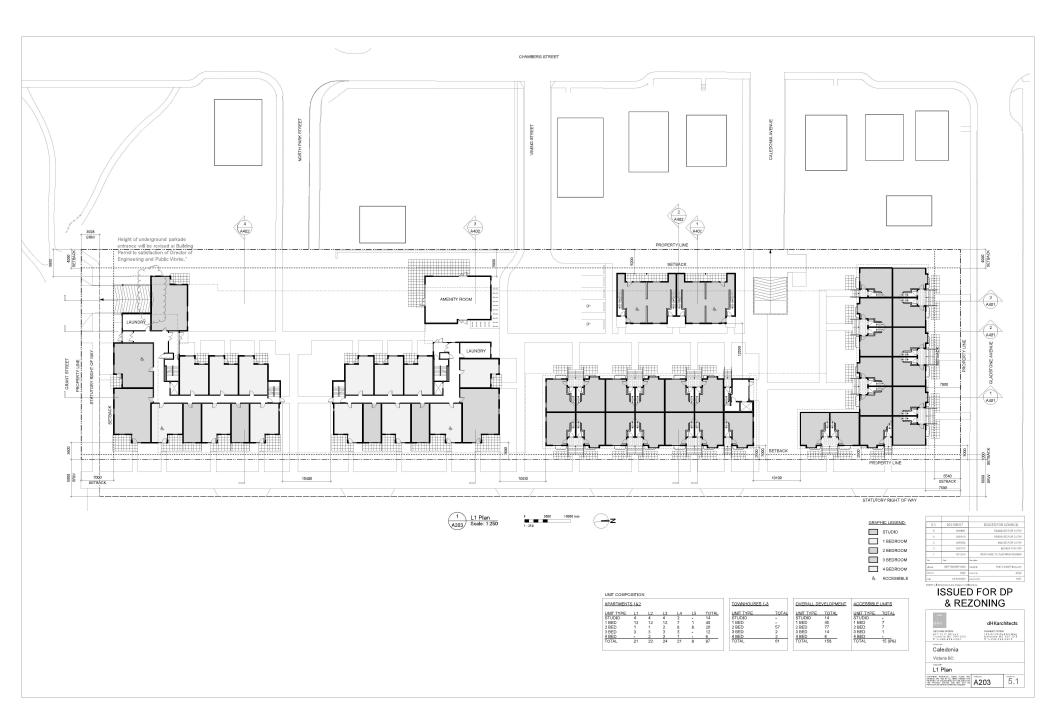
#### AREA INCLUDES

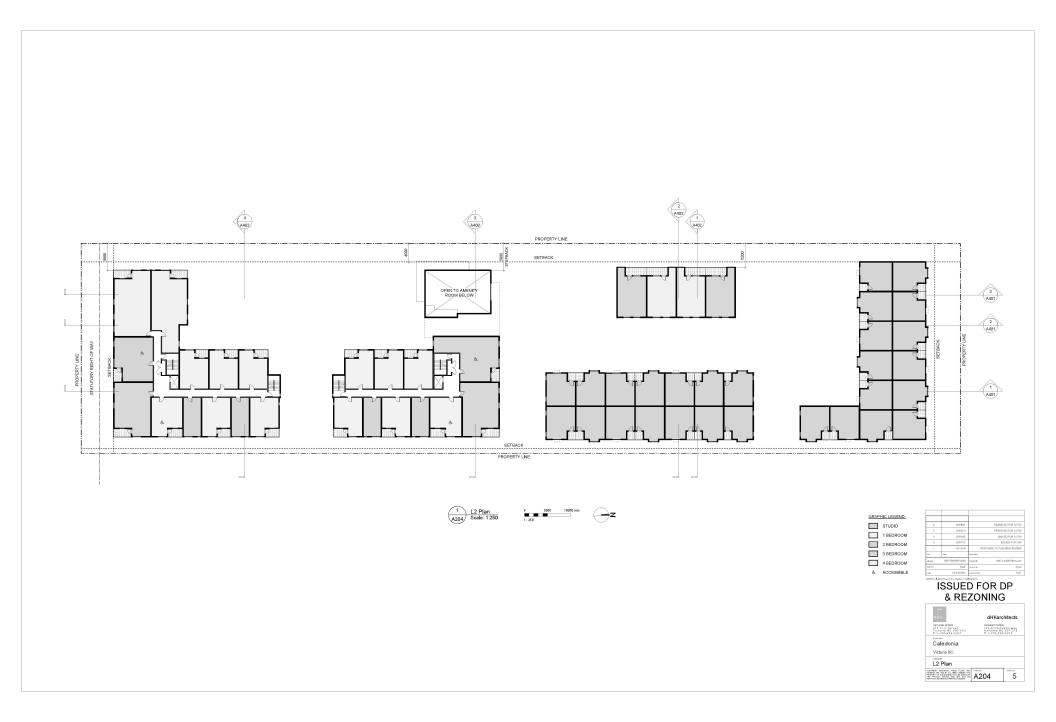
- 1.) APARTMENT 1 2.) APARTMENT 2 3.) TOWN-HOUSE 1 4.) TOWN-HOUSE 3 5.) PORTION OF PARKADE ABOVE NATURAL GRADE (>33.2 m)

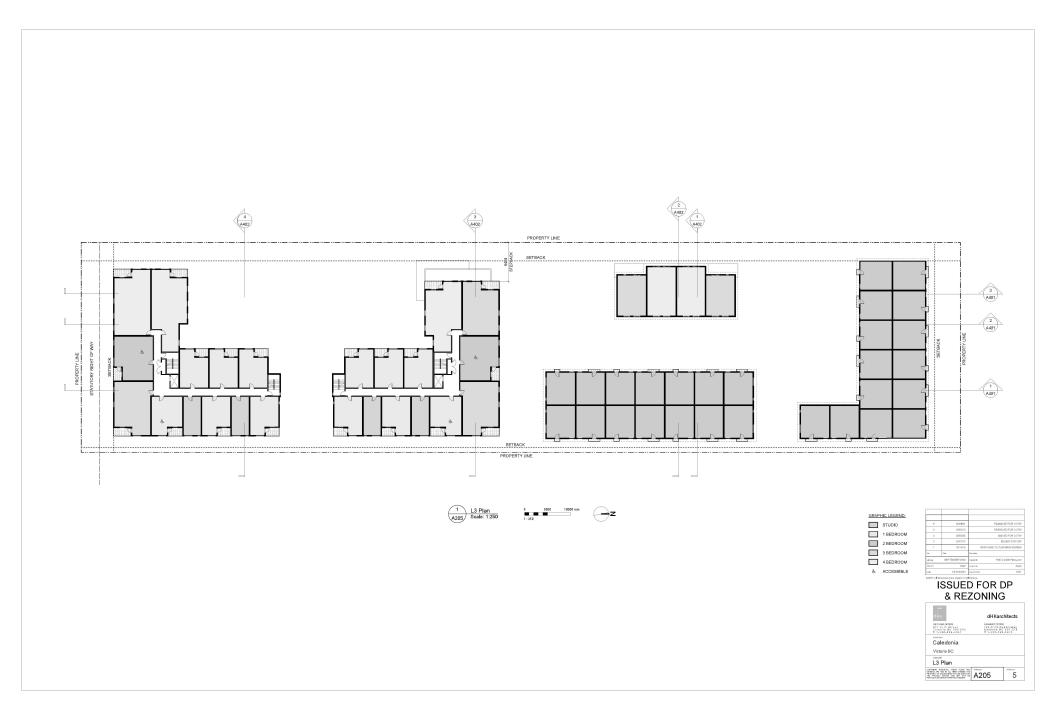
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rêces.	8EPTEMBER 2000	managella 1997/2/A208 Plonsover
Per	tree .	Description .
	18/13/16	RESPONSE TO PLANNING REVIEW
2	28/87/10	BBUED FOR ADE
- 2	12/03/05	\$6000 FOR COTA
4	(849)13	RE-B9UED FOR COTA
5	20/9901	RE-INNUED FOR COTA

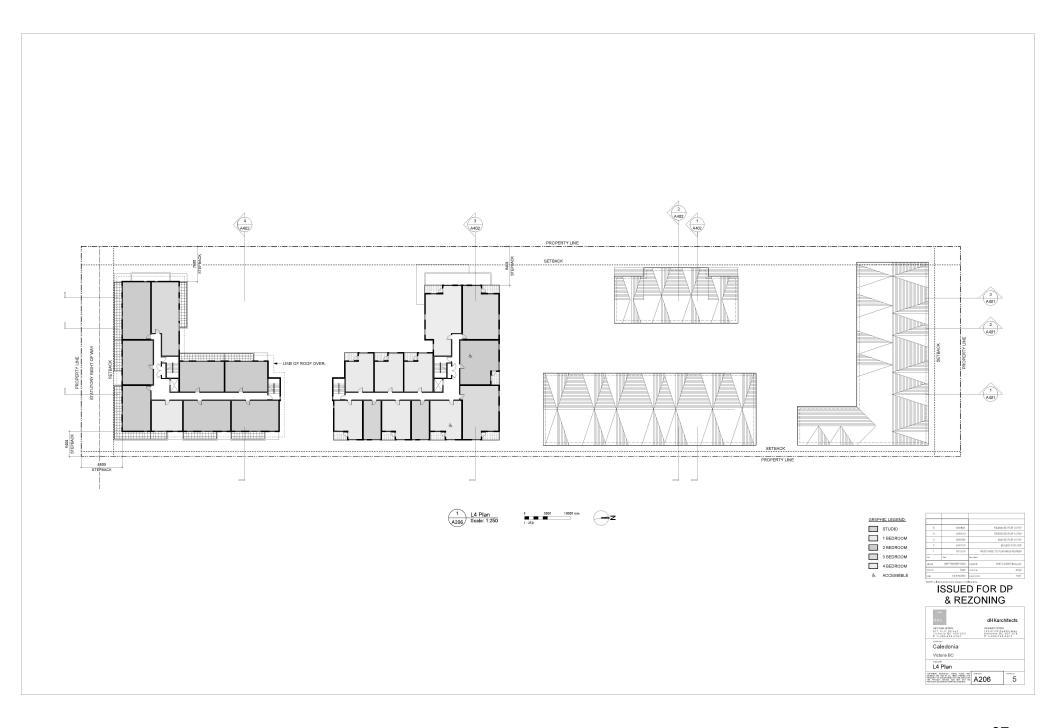
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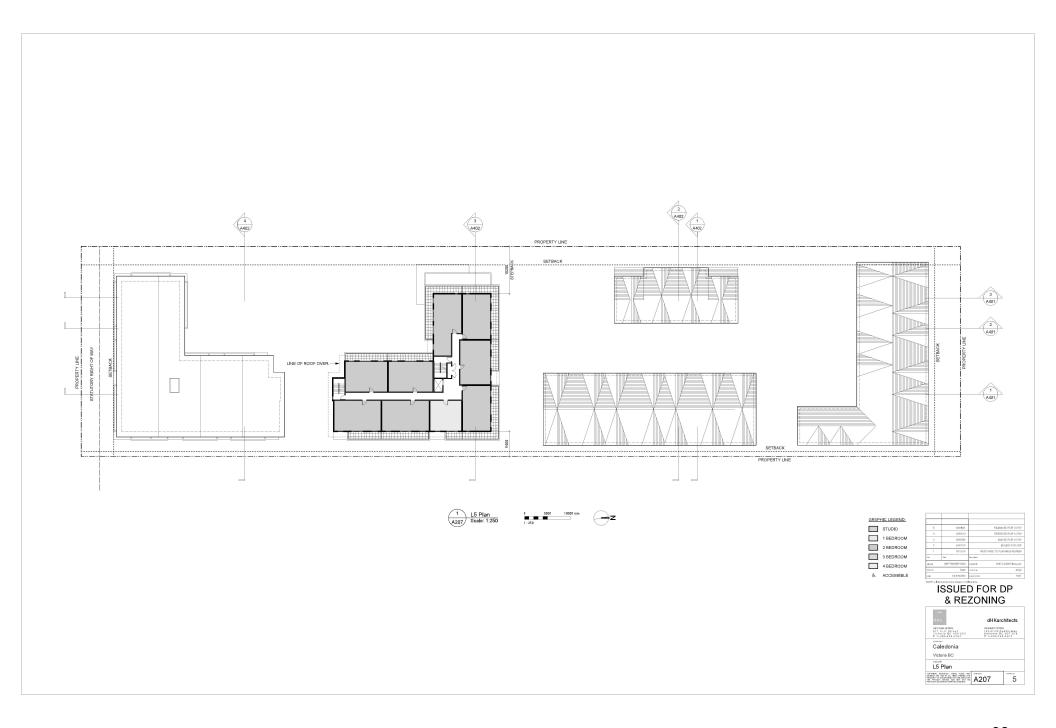
d-Ka	dHKarchitect
VICTORN OFFICE PTT Fitt Street Victoria BC VEV DHO T 1-250-658-2967	IXAMERO CEFELE 103-5170 DUBLIO WA NATISTO DO VOTOR T 1-250-595-5910
Caledonia	
Victoria BC	
Open Site Spa	ce Calculations

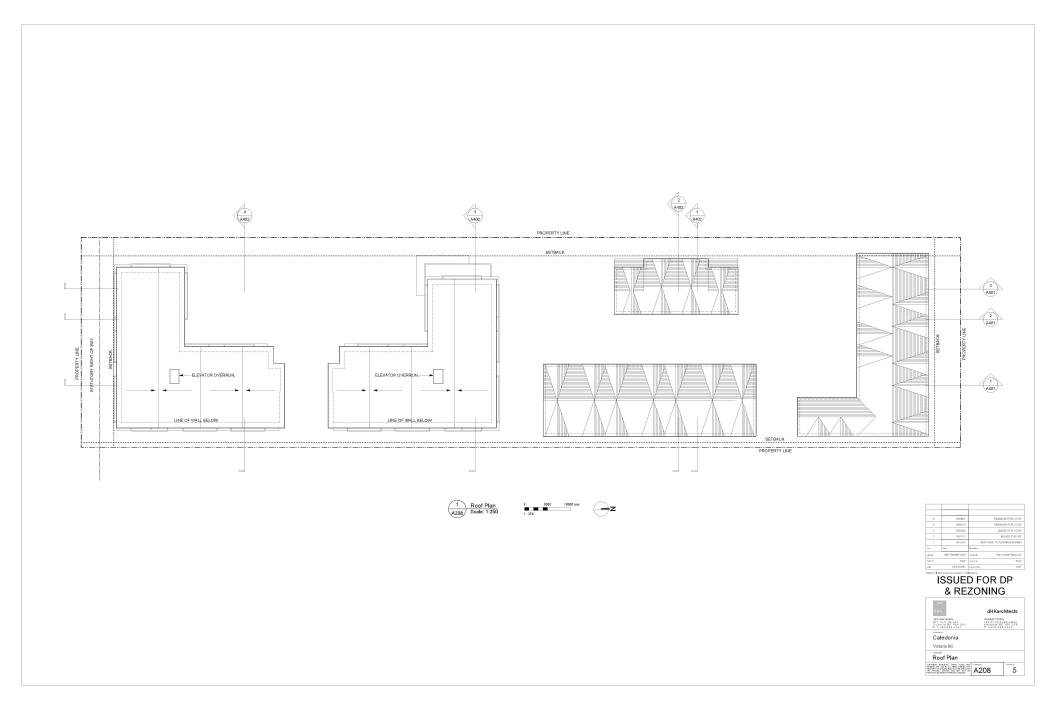


















#### COLOUR & MATERIALS LEGEND

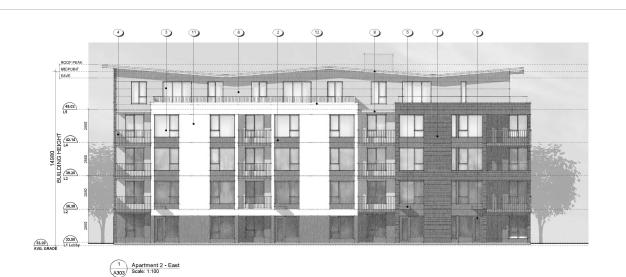
- BRICK VENEER Red Apartment 1 Only
- 2 FIBRE CEMENT PANEL Teal
- 3 VINYL WINDOWS & DOORS Teel PREFINISHED ALUMINUM GLIARD, FRAME & PICKETS - Teal
- 5 METAL FLASHING Teal
- 6 ACCENT PAINT COLOUR Rust
- 7 FIBRE CEMENT LAP SIDING Soft Brown
- 10 PAINTED CONCRETE Warm Grey
- 11) FIBRE CEMENT PANEL Warm White
- 12) SOFFIT Warm White
- 13 FIBRE CEMENT LAP SIDING Medium Blue-Grey

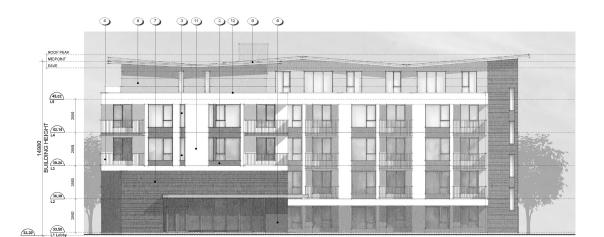
- 14) FIBRE CEMENT LAP SIDING White
- 15 VINYL WINDOWS & DOORS Dark Grey
- PREFINISHED ALUMINUM GUARD & FRAME Dark Grey
- 17 METAL FLASHING Dark Grey
- 18 ASPHALT SHINGLES Warm Grey
- 19 FIBRE CEMENT SHINGLES Warm Grey 20 VINYL WINDOWS & DOORS - White
- 21 METAL DOWNSPOUT & FLASHING Light Warm Grey
- 22 FIBRE CEMENT PANEL Dark Grey
- 23 FIBRE CEMENT PANEL Light Grey
- 24 ACCENT PAINT COLGUR Bright Grange
- 25 ACCENT PAINT COLOUR Bright Blue
- 26 ACCENT PAINT COLGUR Chartreuse



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VICTORIA OPPICE	NUMBER OFFICE
Victoria DC Velvaka	Paralino Do Vallaki Paralino Do Vallaki Tirato-cer-tato
T 1-210-018-2281	102-8180 D
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Victoria BC	

Elevations - Apartment 2 COPYRIGHT PETERFIED, THESE FLANC USE DEBUGUE HISH HAD ALT THESE PERMANE THE PRESENCE OF BUSINESS AND LAST THESE THE THE PRODUCTOR THE PETERS CORREST TO SERVICE CONTROL THE PETERS CONTROL THE PETERS CONTROL THE PETERS CONTR





Apartment 2 - West Scale: 1:100

#### COLOUR & MATERIALS LEGEND

- BRICK VENEER Red Apartment 1 Only
- 2 FIBRE CEMENT PANEL Teal
- 3 VINYL WINDOWS & DOORS Teal
- PREFINISHED ALUMINUM GLIARD, FRAME & PICKETS Teal
- 5 METAL FLASHING Teal
- 6 ACCENT PAINT COLOUR Rust
- 7 FIBRE CEMENT LAP SIDING Soft Brown
- 10 PAINTED CONCRETE Warm Grey
- 11) FIBRE CEMENT PANEL Warm White
- 12) SOFFIT Warm White
- 13 FIBRE CEMENT LAP SIDING Medium Blue-Grey

- 14) FIBRE CEMENT LAP SIDING White 15 VINYL WINDOWS & DOORS - Dark Grey
- PREFINISHED ALUMINUM GUARD & FRAME Dark Grey
- 17 METAL FLASHING Dark Grey
- 18 ASPHALT SHINGLES Warm Grey
- 19 FIBRE CEMENT SHINGLES Warm Grey
- 20 VINYL WINDOWS & DOORS White 21 METAL DOWNSPOUT & FLASHING - Light Warm Grey
- 22 FIBRE CEMENT PANEL Dark Grey
- 23 FIBRE CEMENT PANEL Light Grey
- 24 ACCENT PAINT COLCUR Bright Grange
- 25 ACCENT PAINT COLOUR Bright Blue
- 28 ACCENT PAINT COLGUR Chartreuse



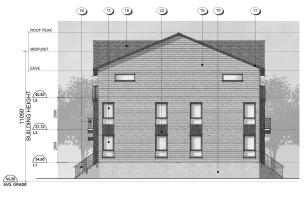
#### ISSUED FOR DP & REZONING

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Caledonia		
Victoria BC		
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Elevations - Ap	arument z	











Townhouse 1 - West
Scale: 1:100



#### COLOUR & MATERIALS LEGEND

- BRICK VENEER Red Apartment 1 Only
- 2 FIBRE CEMENT PANE. Teal
- 3 VINYL WINDOWS & DOORS Teal
- PREFINISHED ALUMINUM GUARD, FRAME & PICKETS Tool
- 5 METAL FLASHING Teel
- ACCENT PAINT COLOJR Rust
- 7 FIBRE CEMENT LAP SIDING Soft Brown
- B FIBRE CEMENT PANE. Warm Grey Apertment 2 On
- 9 SOFFIT Warm Grey Apartment 2 Only
- 10 PAINTED CONCRETE Warm Grey
- FIBRE CEMENT PANEL Warm White
- 12 SOFFIT Warm Write
  13 FIBRE CEMENT LAP SIDING Medium Blue-Grey

- 14) FIBRE CEMENT LAP SIDING White
- 15 VINYL WINDOWS & DOORS Dark Grey
- 16 PREFINISHED ALUMINUM GUARD & FRAME- Dark Grey
- 17 METAL FLASHING Dark Grey
- ASPHALT SHINGLES Warm Grey
- 19 FIBRE CEMENT SHINGLES Warm Grey
  20 VINYL WINDOWS & DOORS White
- 21) METAL DOWNSPOUT & FLASHING Light Warm Grey
- 22) FIBRE CEMENT PANEL Dark Grey
- 23 FIBRE CEMENT PANEL Light Grey
- 24 ACCENT PAINT COLOUR BrigIN Orange
- 25 ACCENT PAINT COLOUR Bright Blue
  26 ACCENT PAINT COLOUR Chartreuse

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dHKa .	dHKarchitects
VICTORN OFFICE STT FOIL STIRRE VICTORIA DG VRV DKS T 1-210-618-2281	NAME OF THE 192-1180 DUST I WAN NAME INC. DEC. VAT 180 T 1-250-588-5810
Caledonia	
Victoria BC	
Elevations - To	





Townhouse 2 - East A305 Scale: 1:100



Townhouse 2 - South Scale: 1:100



Townhouse 2 - West Scale: 1:100

#### COLOUR & MATERIALS LEGEND

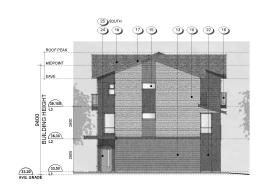
- 1 BRICK VENEER Red Apartment 1 Only
- 2 FIBRE CEMENT PANEL Teal
- 3 VINYL WINDOWS & DOORS Teal
- PREFINISHED ALUMINUM GUARD, FRAME & PICKETS Test
- 5 METAL FLASHING Teal
- 6 ACCENT PAINT COLOUR Rust
- 7 FIBRE CEMENT LAP SICING Soft Brown
- B FIBRE CEMENT PANEL Warm Grey Apertment 2 On
- 9 SOFFIT Warm Grey Apartment 2 Only
- 10 PAINTED CONCRETE Warm Grey
- 11) FIBRE CEMENT PANEL Warm White
- 12 SOFFIT Warm White
- 13 FIBRE CEMENT LAP SIDING Medium Blue-Grey

- 14) FIBRE CEMENT LAP SIDING White
- 15 VINYL WINDOWS & DOORS Dark Grey
- DECEMBED ALLIMAN MACHADO & COME Dock Co
- 16) PREFINISHED ALUMINUM GUARD & FRAME Dark
- METAL PLACEING Dark Grey
- ASPHALT SHINGLES Warm Grey
- 19 FIBRE CEMENT SHINGLES Warm Grey
- 20 VINYL WINDOWS & DOORS White
- 21 METAL DOWNSPOUT & FLASHING Light Warm Grey
- 22 FIBRE CEMENT PANEL Dark Grey
  23 FIBRE CEMENT PANEL Light Grey
- HIBRE CEMENT PANEL LIGHT GRBy
- 25 ACCENT PAINT COLOUR Bright Blue
- 28 ACCENT PAINT COLOUR Chartreuse



#### ISSUED FOR DP & REZONING

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Caledonia Victoria BC		
Victoria BC		
		oria BC
Elevations - Townhouse 2	ouse 2	





Townhouse 3 - North (South sim.)
Scale: 1:100

Townhouse 3 - East A306 Scale: 1:100



3 Townhouse 3 - West A306 Scale: 1:100

# COLOUR & MATERIALS LEGEND 1 BRICK VENEER - Red - Apartment 1 Only 14 FIBRE C

FIBRE CEMENT PANE. - Teal
 VINYL WINDOWS & DOORS - Teal
 PREFINISHED ALLWINUM GUARD, FRAME & PICKETS - Teal

5 METAL FLASHING - Tell
6 ACCENT PAINT COLOUR - Rust
7 FIBRE CEMENT LAP SIDING - Soft Brown

8 FIBRE CEMENT PANE. - Warm Grey - Apertment 2 Only

SOFFIT - Warm Grey - Apartment 2 Only
 PAINTED CONCRETE - Warm Grey

FIBRE CEMENT PANEL - Warm White
SOFFIT - Warm White

13 FIBRE CEMENT LAP SIDING - Medium Blue-Grey

14 FIBRE CEMENT LAP SIDING - WHIte

15 VINYL WINDOWS & DOORS - Dark Grey

18 PREFINISHED ALUMINUM GUARD & FRAME- Dark Grey

METAL FLASHING - Dark Grey

ASPHALT SHINGLES - Warm Grey

19 FIBRE CEMENT SHINGLES - Warm Grey

20 VINYL WINDOWS & DOORS - White

21 METAL DOWNSPOUT & FLASHING - Light Wirm Grey

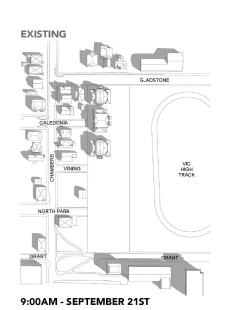
22 FIBRE CEMENT PANEL - Dark Grey
23 FIBRE CEMENT PANEL - Light Grey

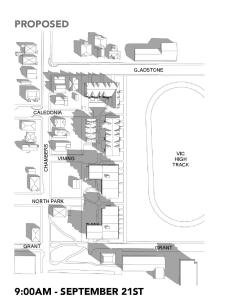
24 ACCENT PAINT COLOUR - Bright Orange 25 ACCENT PAINT COLOUR - Bright Blue

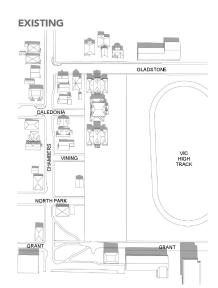
28 ACCENT PAINT COLOUR - Chartreuse



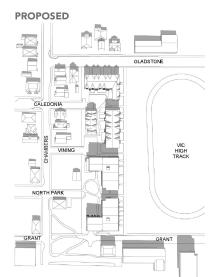
NAME OF THE PARTY
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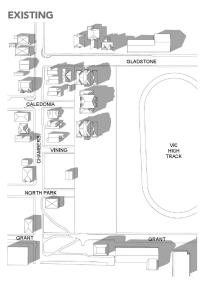




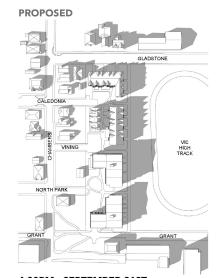
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**BEFORE LOOKING WEST - FROM GRANT STREET** 



BEFORE - LOOKING WEST - FROM GLADSTONE AVENUE



AFTER LOOKING WEST - FROM GRANT STREET



AFTER LOOKING WEST - FROM GLADSTONE AVENUE

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AFTER LOOKING EAST - FROM CALEDONIA AVE.



BEFORE LOOKING EAST - FROM NORTH PARK ST.



AFTER LOOKING EAST - FROM NORTH PARK ST.

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LOOKING SOUTH - GLADSTONE AVENUE



LOOKING EAST - NORTH PARK STREET



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**LOOKING EAST - VINING STREET** 



TOWNHOUSES - AT GLADSTONE AVENUE



**APARTMENT - AT GRANT STREET** 





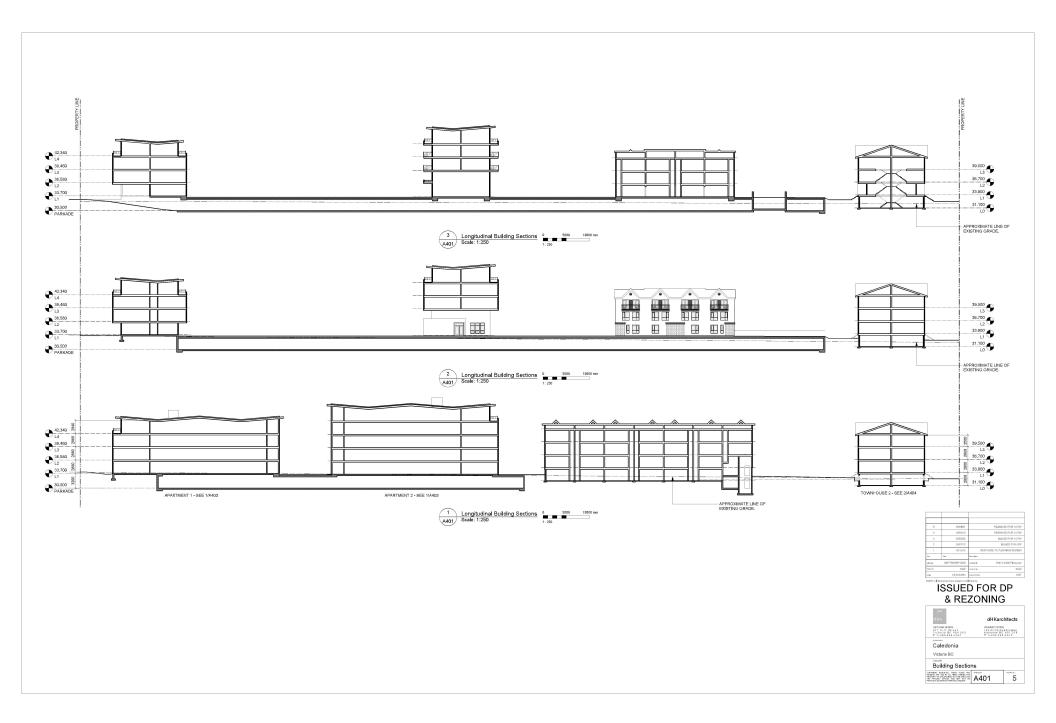
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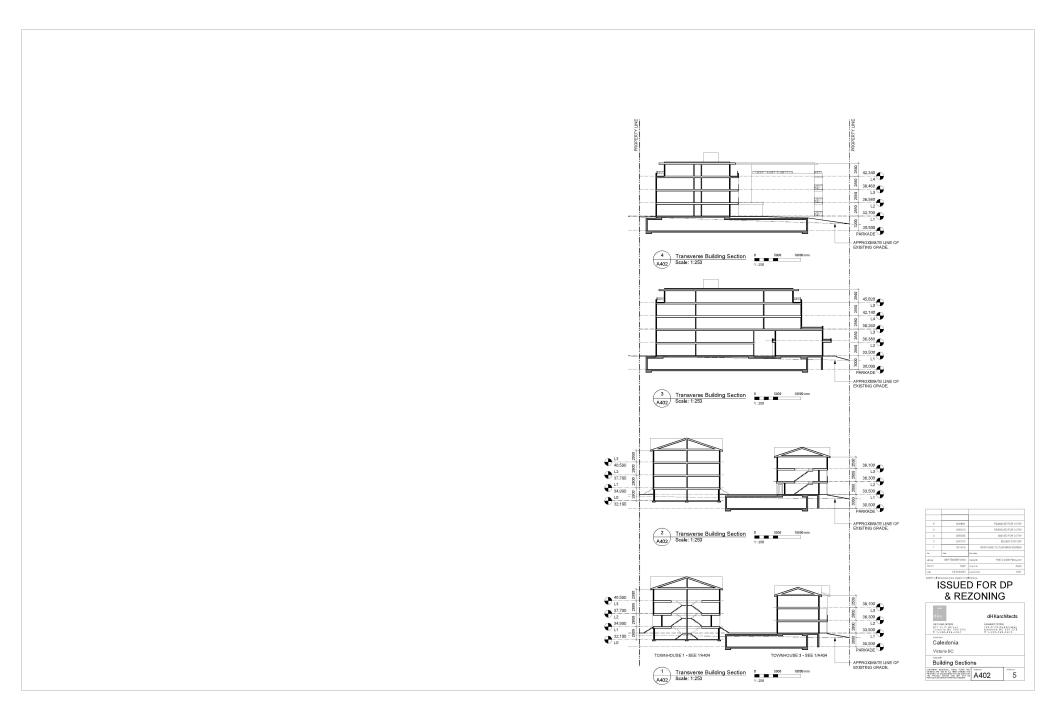
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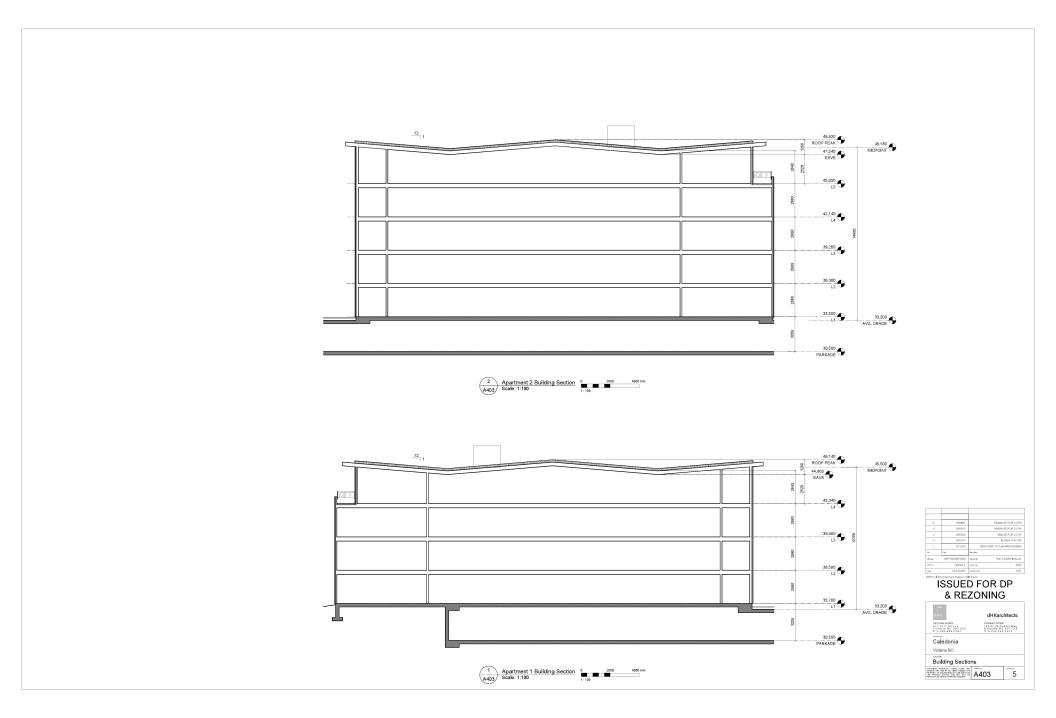
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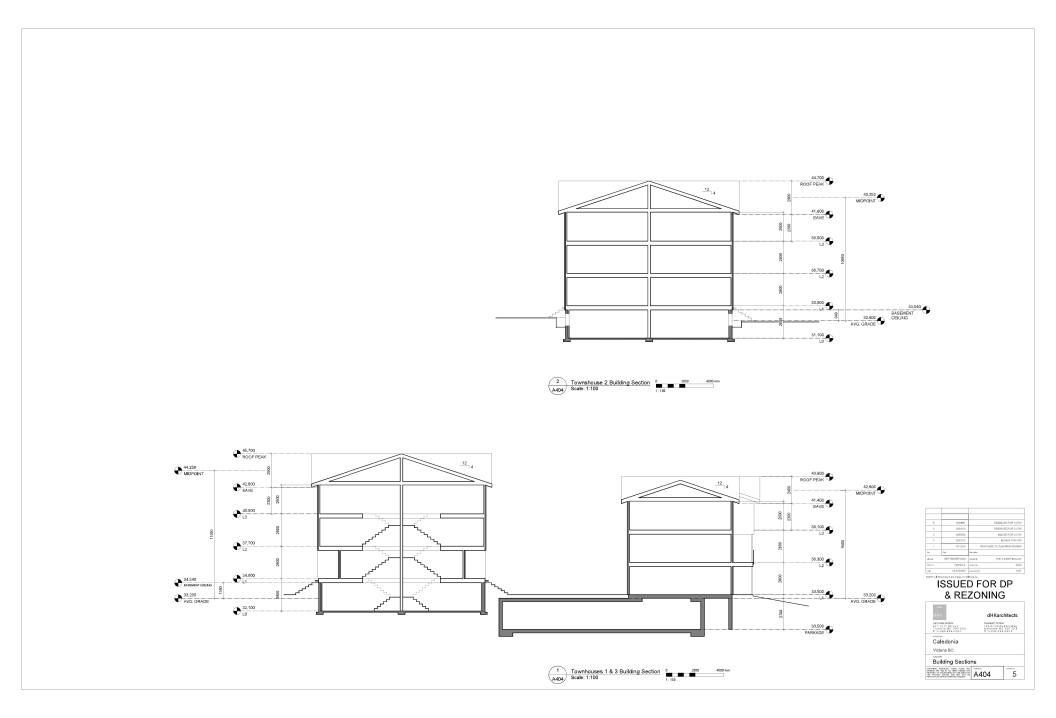
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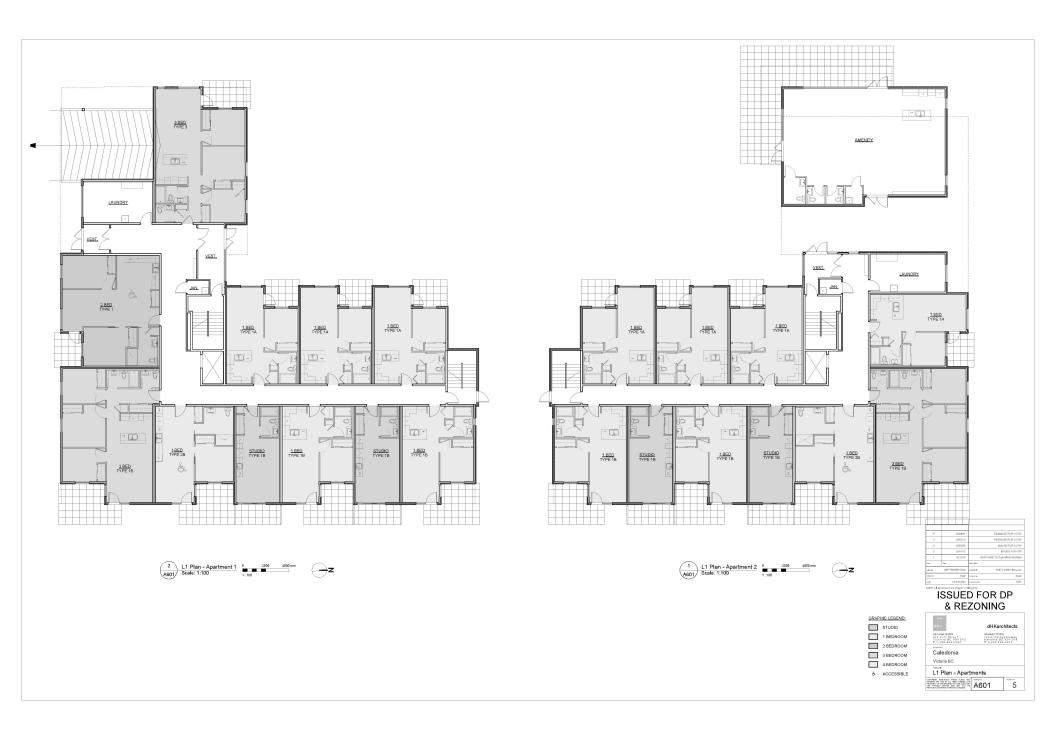


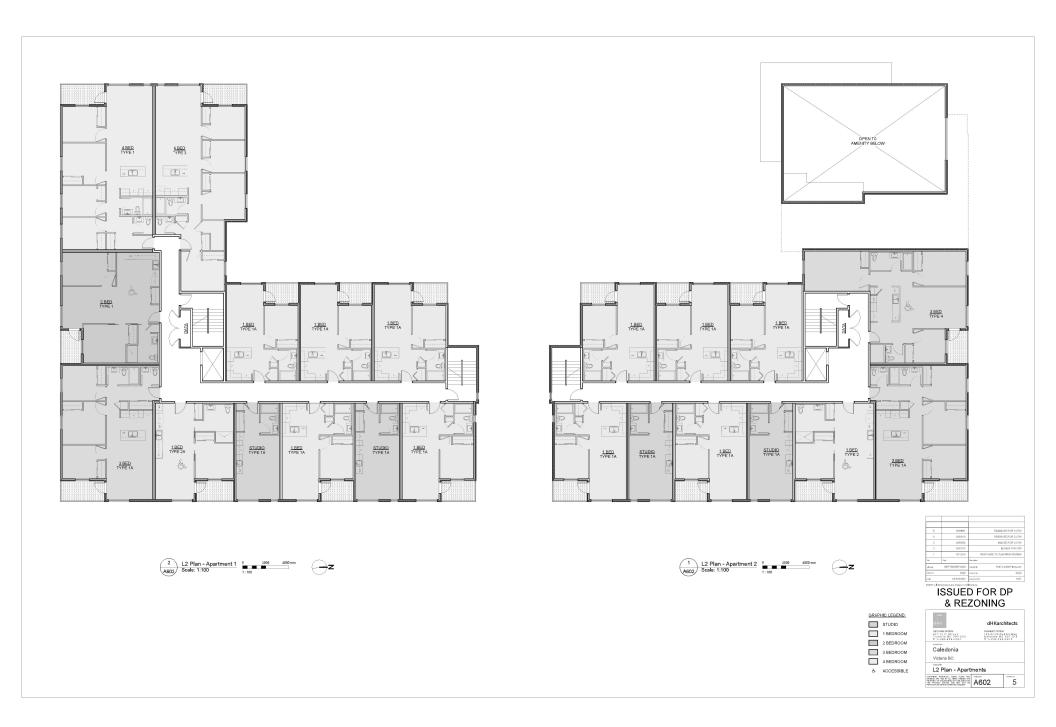


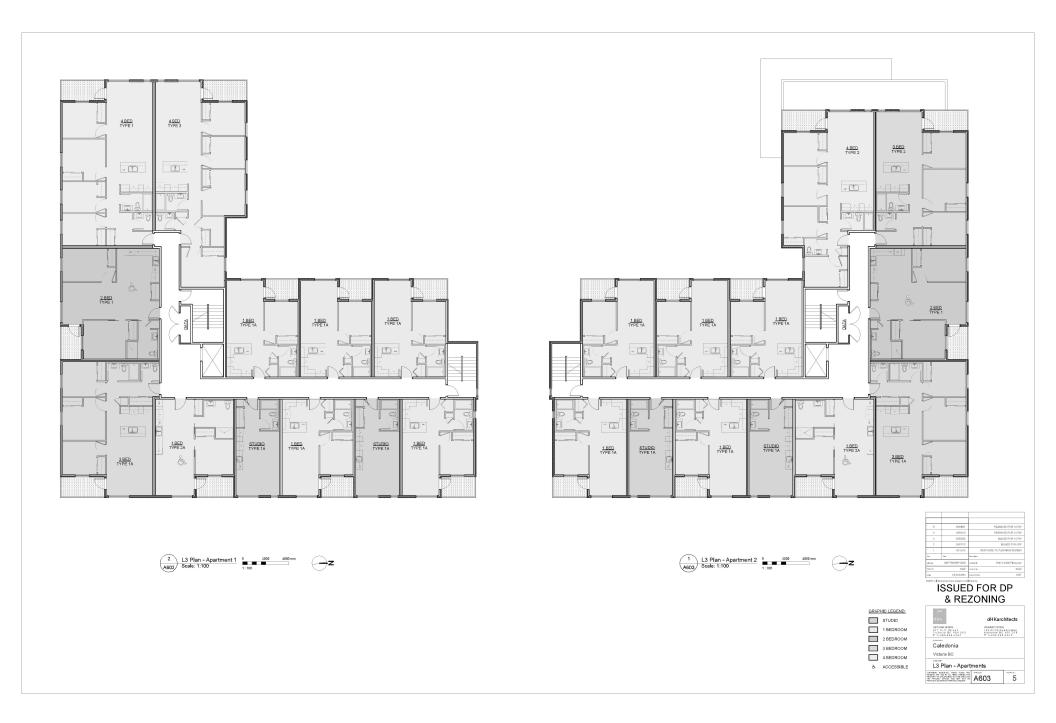




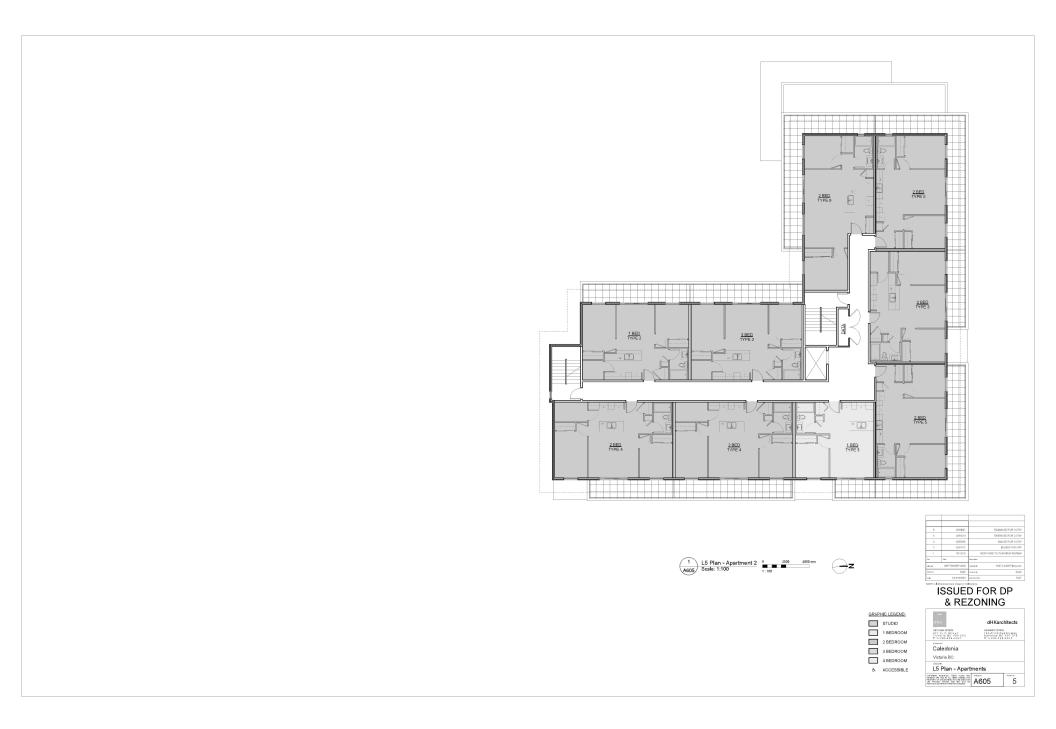


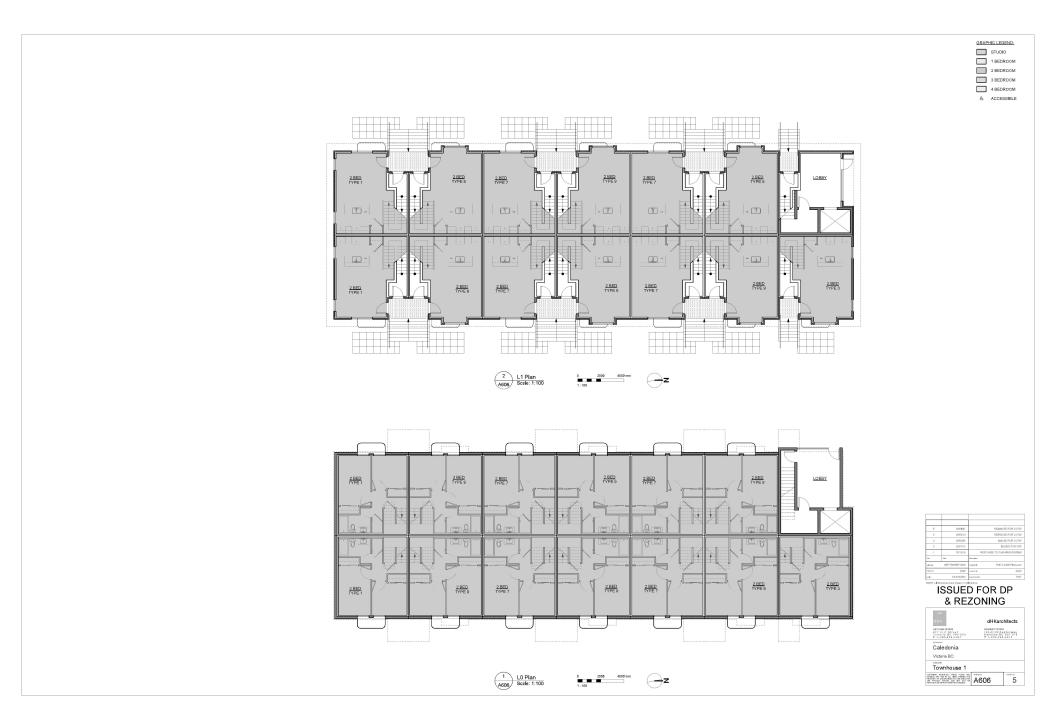


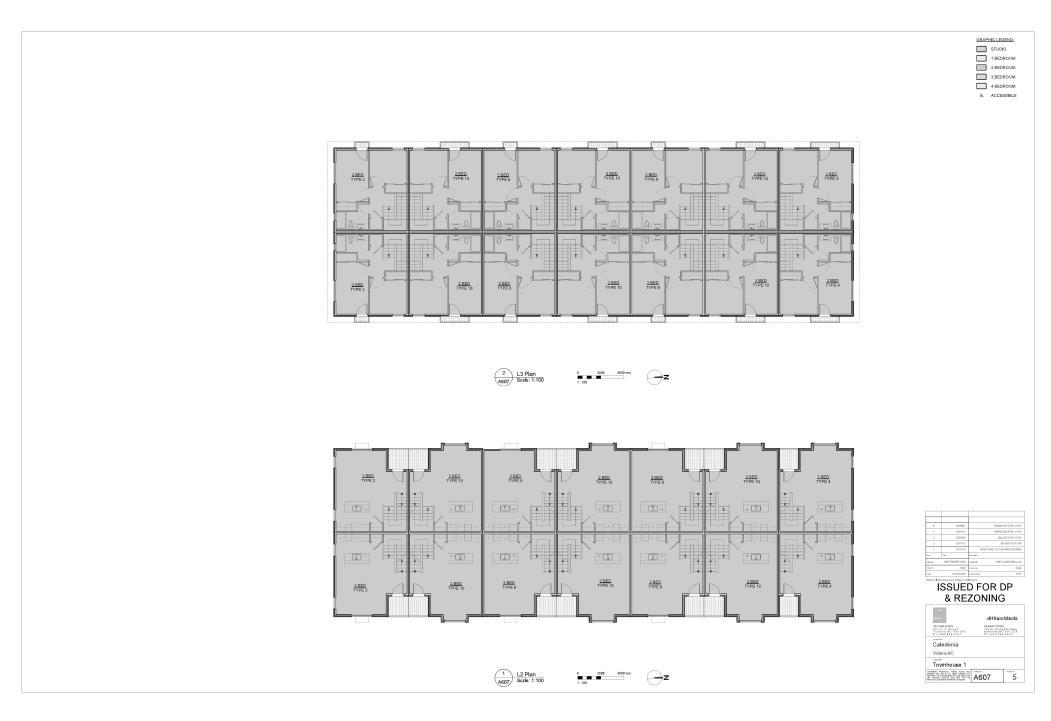






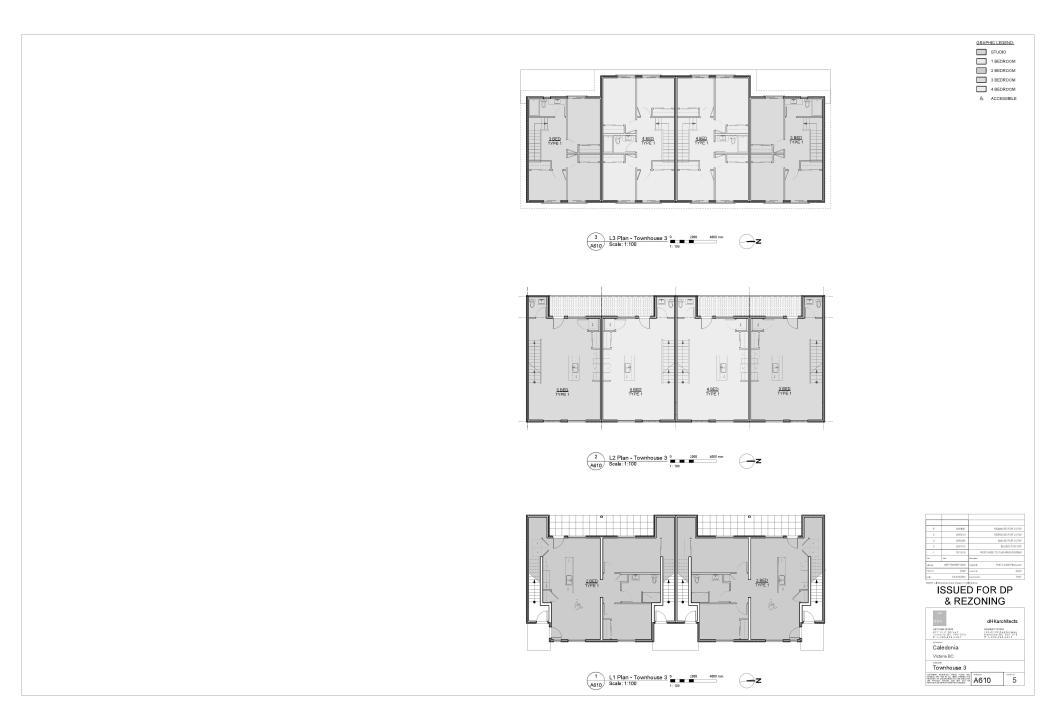










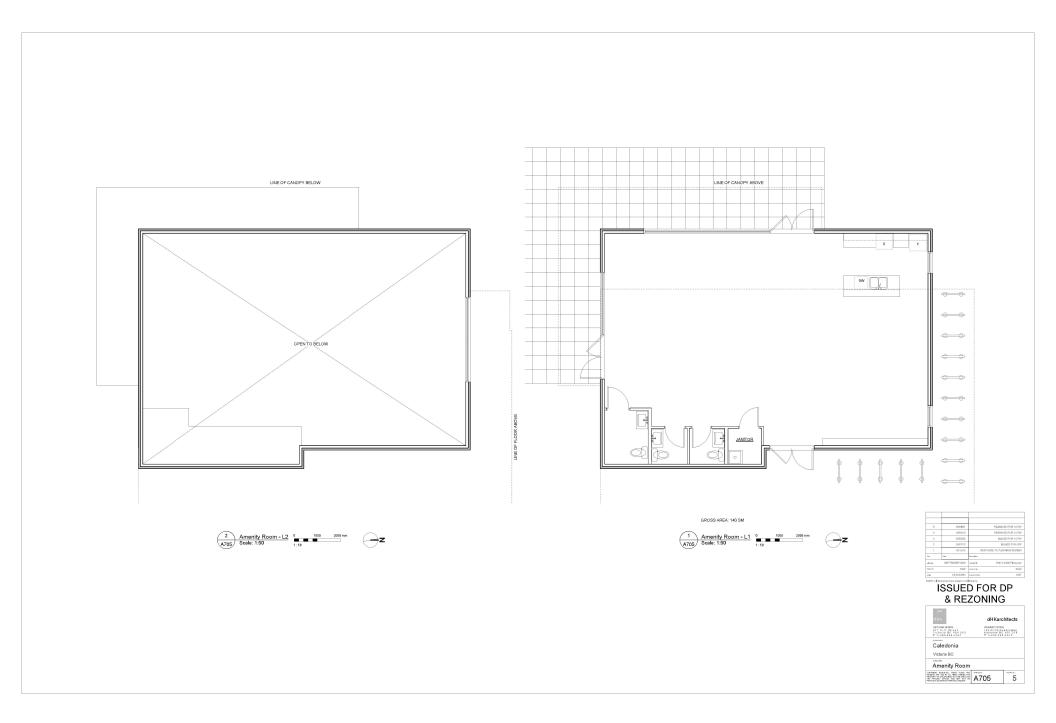




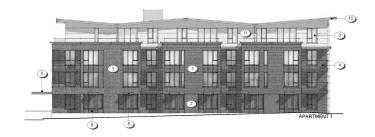


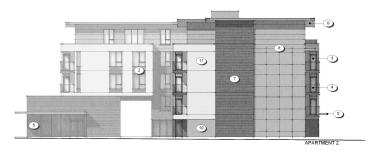






#### **APARTMENTS 1 & 2**

















#### **COLOUR & MATERIAL LEGEND**

- BRICK VENEER Red Apartment 1 Only
- FIBRE CEMENT PANEL Teal
- VINYL WINDOWS & DOORS Teal
- PREFINISHED ALUMINUM GUARD, FRAME & PICKETS Teal
- METAL FLASHING Teal
- ACCENT PAINT COLOUR Rust
- FIBRE CEMENT LAP SIDING Soft Brown
- FIBRE CEMENT PANEL Warm Grey Apartment 2 Only
- SOFFIT Warm Grey Apartment 2 Only
- PAINTED CONCRETE Warm Grey
- FIBRE CEMENT PANEL Warm White
- SOFFIT Warm White
- <sup>(3)</sup> FIBRE CEMENT LAP SIDING Medium Blue-Grey

#### TOWNHOUSES 1, 2 & 3















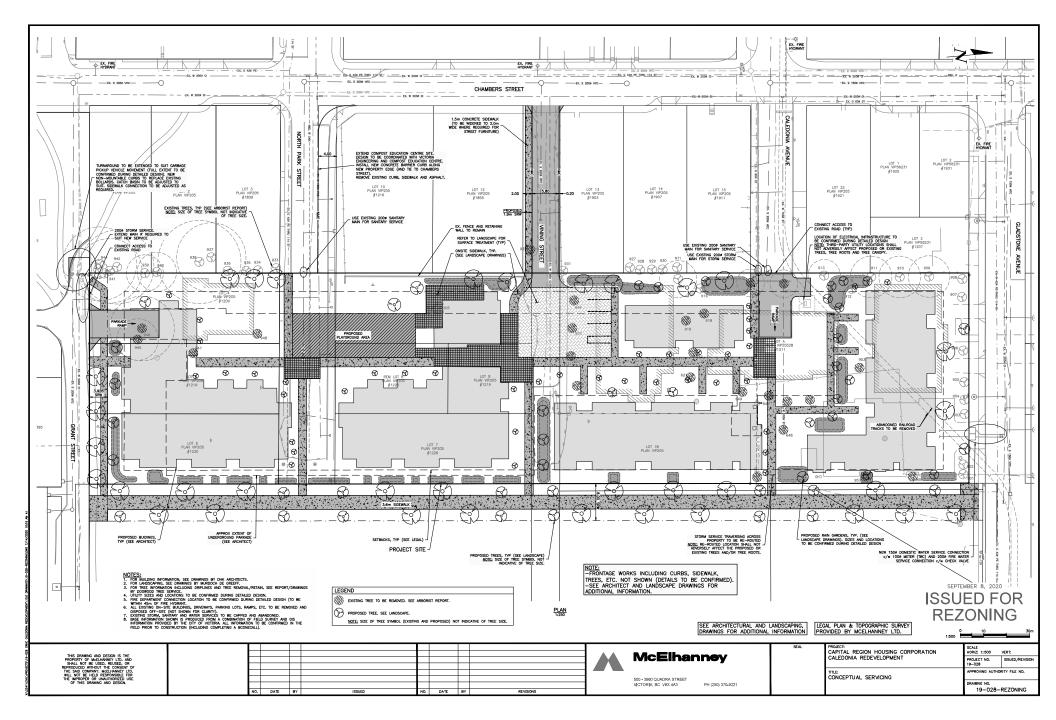


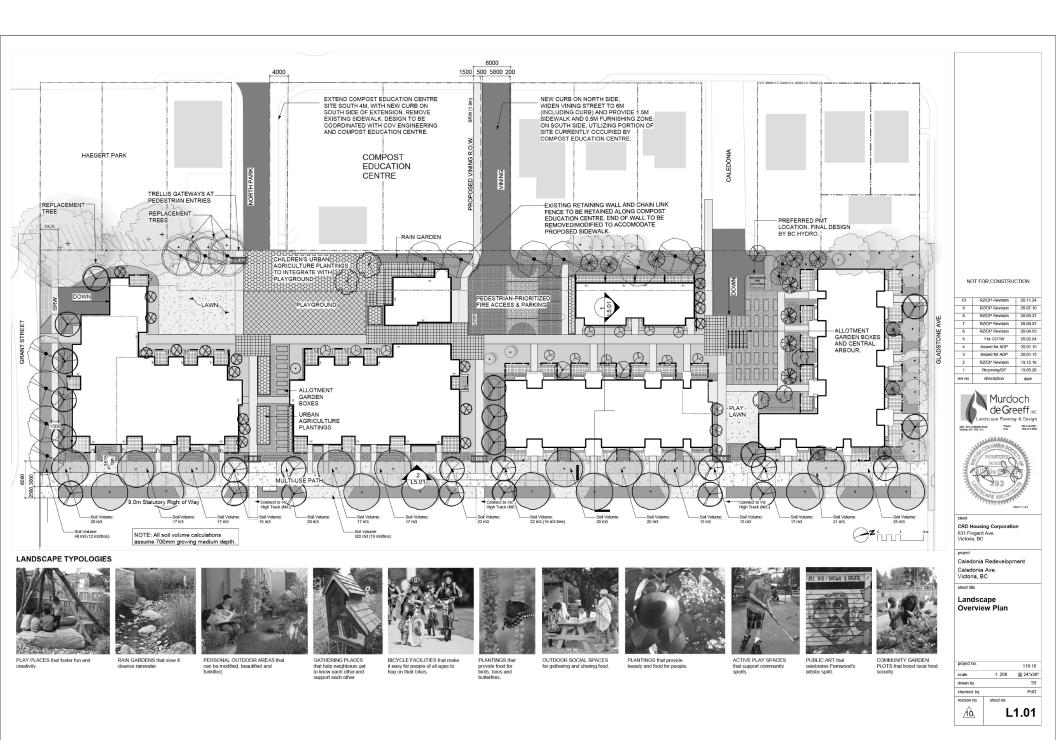


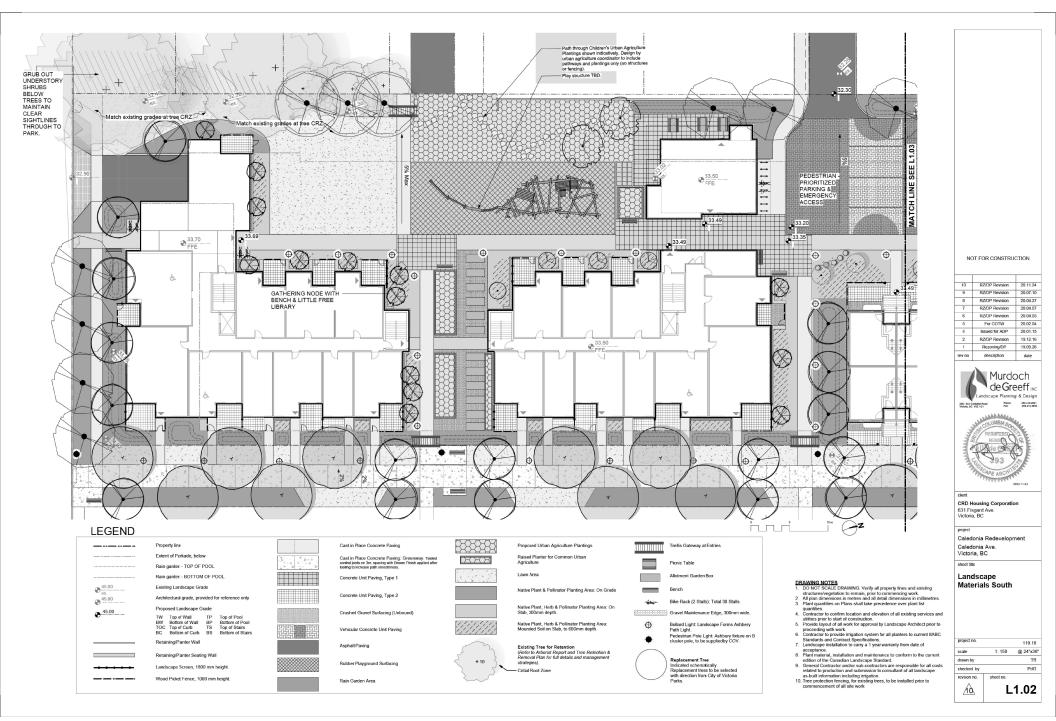
- FIBRE CEMENT LAP SIDING White
- VINYL WINDOWS & DOORS Dark Grey
- PREFINISHED ALUMINUM GUARD & FRAME Dark Grey
- METAL FLASHING Dark Grey
- ASPHALT SHINGLES Warm Grey
- FIBRE CEMENT SHINGLES Warm Grey
- <sup>20</sup> VINYL WINDOWS & DOORS White
- METAL DOWNSPOUT & FLASHING Light Warm Grey
- FIBRE CEMENT PANEL Dark Grey
- FIBRE CEMENT PANEL Light Grey
- ACCENT PAINT COLOUR Bright Orange
- ACCENT PAINT COLOUR Bright Blue
- ACCENT PAINT COLOUR Chartreuse

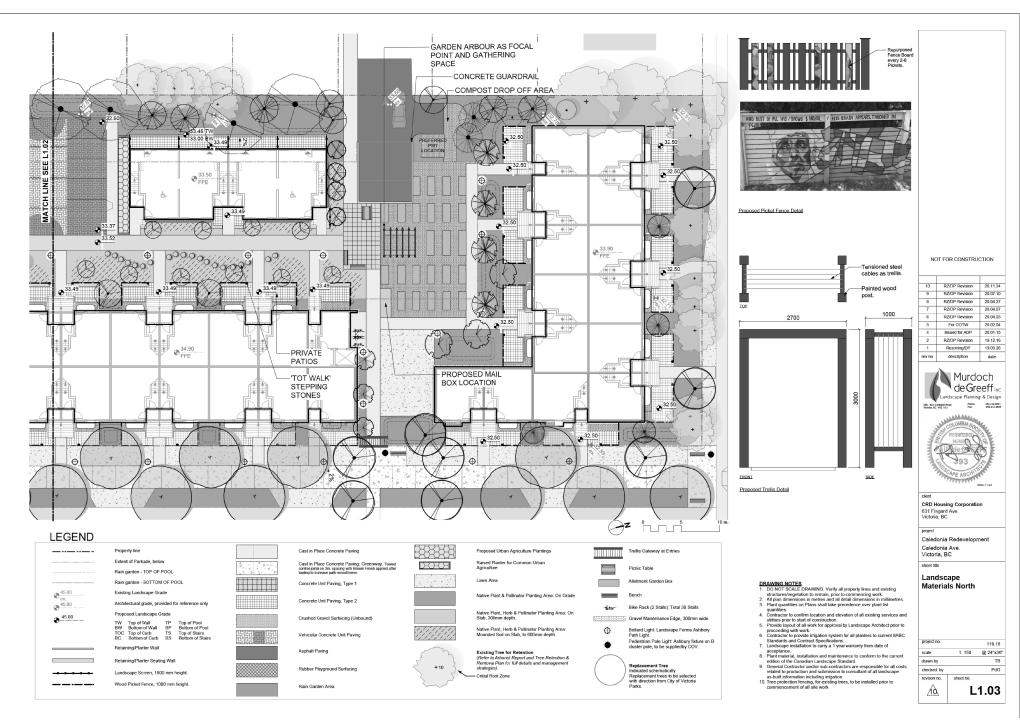


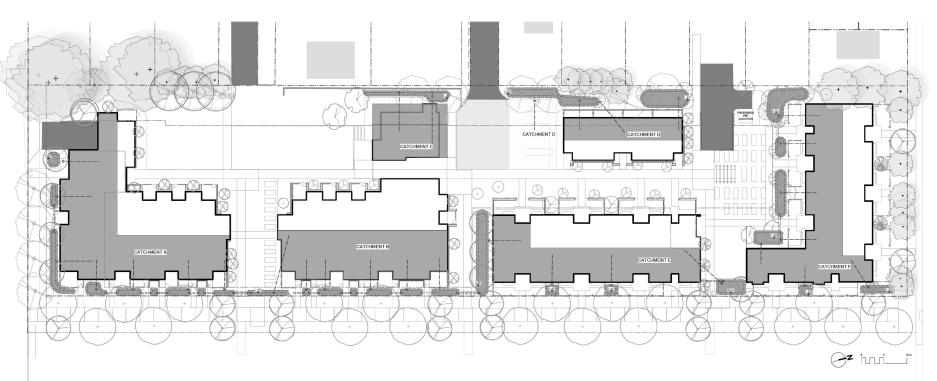












Rain Garden Ca	pacity Calculations							
Catchment Area	Contributing Impervious Area	Design Storm Runoff Volume Contributing to Rain Garden	Planter Growing Medium Depth	Stormwater Treatment Capacity per sq. m. of Rain Garden	Rain Garden Area	Rain Garden Capacity	Excess (+) or Deficient (-) Capacity	Soil Volume
	(sq. m.)	(cu. m./day)	( m.)	(cu. m./day)	(sq. m.)	(cu. m./day)	(cu.m./day)	(cu.m.)
Catchment A	560.0	28.0	0.60	0.8	40.0	30.0	2.0	24.0
Catchment B	360.0	18.0	0.60	0.8	25.0	18.8	0.8	15.0
Catchment C	190.0	9.5	0.60	0.8	13.0	9.8	0.3	7.8
Catchment D	280.0	14.0	0.60	0.8	30.0	22.5	8.5	18.0
Catchment E	365.0	18.3	0.60	0.8	33.0	18.5	0.3	19.8
Catchment F	415.0	20.8	0.60	0.8	63.0	47.3	26.5	37.8
total	2170.0	108.5			204.0	146.8	38.3	122.4

- Assumptions
- Design storm is a 2 year storm event which equals 5 cm of water, in a 24 hr period.
- 2 Rain Garden design based on 150 mm live ponding plus 20% of the sand/ compost growing medium volume (assuming growing medium has 20% void space) with a minimum infiltration rate of 2 cm/hour (or 48 cm per day), via perforated underdrain.

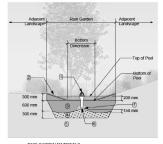
#### RAIN WATER MANAGEMENT NOTES

Water collected from portions of the building roofs flow to the rain gardens located throughout the site. Rain gardens have been situated on-grade.

Pain parkers are designed to capture, slow flows, and treat nuneff their gardens will be designed with undermian and a high capacity control that the designed with undermian and a high capacity control drain that will be connected to the onsite highed drainage system. The rain gardens are sixed such that the bottom of the rain garden is 5% of the impervious area, which is the area required to manage Victoria's 2 year storm event.

Walkways will be sloped to drain to adjacent absorbant landscape. Larger paved areas such as driveways and turnarounds will be drained directly to the storm system.

Portions of the roof which cannot be easily connected to rain gardens will be drained directly to the storm system. The roof catchments are shown schematically and will be refined during detailed design.



RAIN GARDEN MATERIALS RAIN GARDEN IMATERIALS

1. Overflow drain, 200 mm domed grafe + adapter

2. Composted mutch, 50.-70 mm depth

3. Bio-retention growing medium, 600 mm depth

4. Scarifiedtited subgrade, 300 mm depth

5. Existing subgrade/native material

1. 100 mm diameter mini periorated pipe

7. 25 mm diameter drain rock, 100 mm depth



#### **LEGEND**





10	RZ/DP Revision	20.11.24
9	RZ/DP Revision	20.07.10
8	RZ/DP Revision	20.04.27
7	RZ/DP Revision	20.04.07
6	RZ/DP Revision	20.04.03
5	For COTW	20.02.04
4	Issued for ADP	20.01.15
2	RZ/DP Revision	19.12.16
1	Rezoning/DP	19.09.26
rev no	description	date





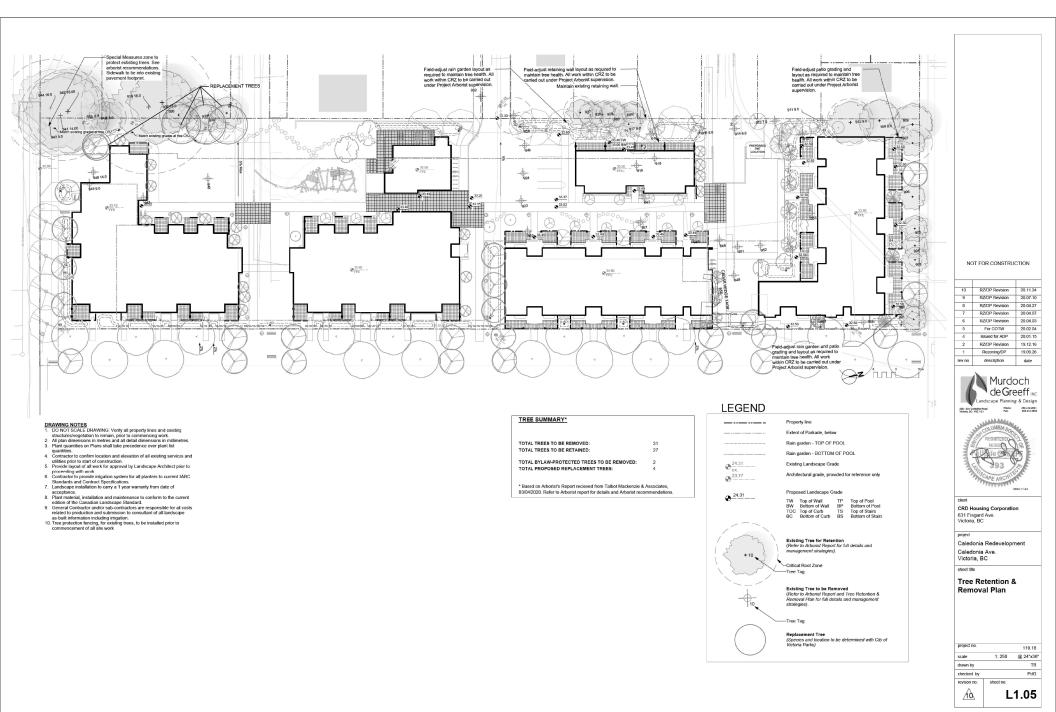
**CRD Housing Corporation** 

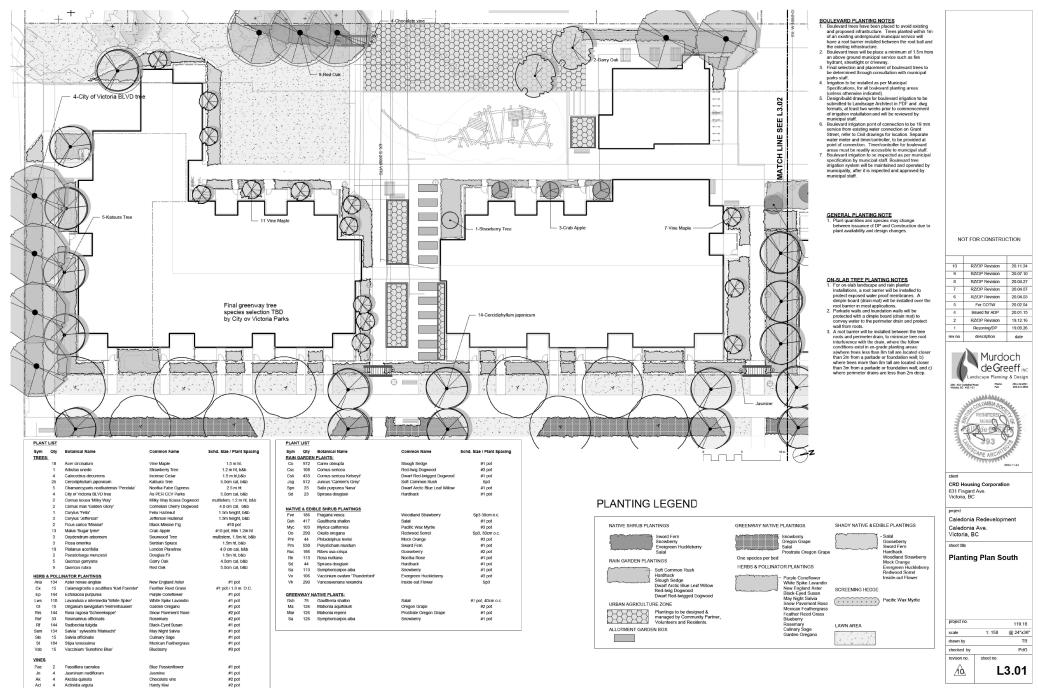
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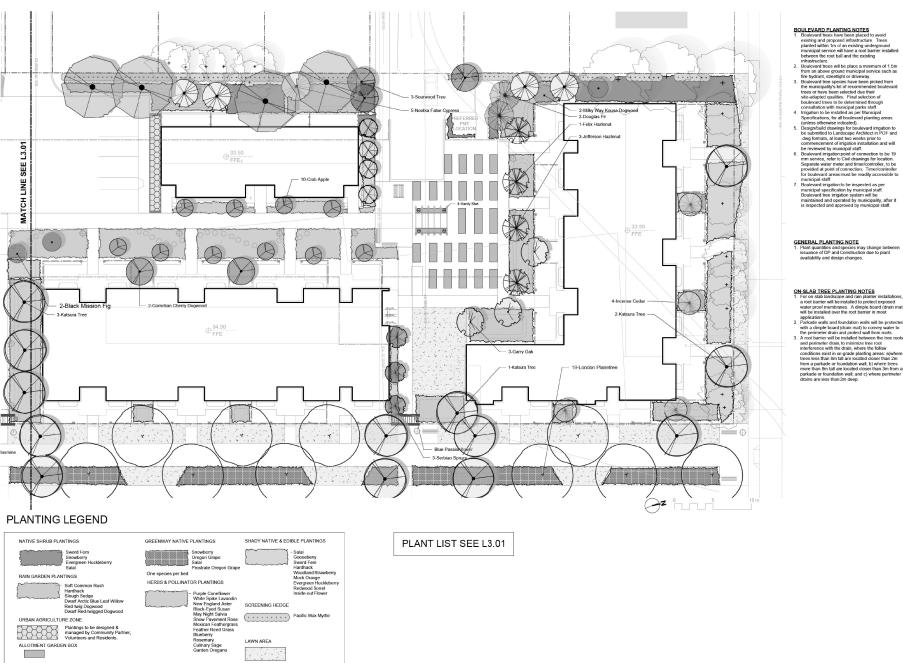
Caledonia Redevelopment Caledonia Ave. Victoria, BC

Stormwater Management

project no.		119.18
scale	1: ###	@ 24"x36"
drawn by		TB
checked by		PdG
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BOULEVARD PLANTING NOTES

#### GENERAL PLANTING NOTE

Plant quantities and species may change between issuance of DP and Construction due to plant availability and design changes.

ON-SLAB TREE PLANTING NOTES

1. For on slab landscape and rain planter installations, a root barrier will be installed to protect exposed water proof membranes. A dimple board (drain mat) will be installed over the root barrier in most

- applications.

  2. Parkade walls and foundation walls will be protected with a dirigle board (drain mat) to convey water to the perimeter drain and protect wall from roots.

  3. A root barrier will be installed between the tree nots and perimeter drain, to minimize the root interference with the drain, where the follow interference with the drain, where the follow conditions exist in on-grade planting areas: a)where trees less than 8m tall are located closer than 2m from a parkade or froundation wall; b) where trees more than 8m tall are located closer than 3m from a parkade or foundation wall; and c) where perimeter drains are less than 2m deep.

#### NOT FOR CONSTRUCTION

rev no	description	date
1	Rezoning/DP	19.09.26
2	RZ/DP Revision	19.12.16
4	Issued for ADP	20.01.15
5	For COTW	20.02.04
6	RZ/DP Revision	20.04.03
7	RZ/DP Revision	20.04.07
8	RZ/DP Revision	20.04.27
9	RZ/DP Revision	20.07.10
10	RZ/DP Revision	20.11.24





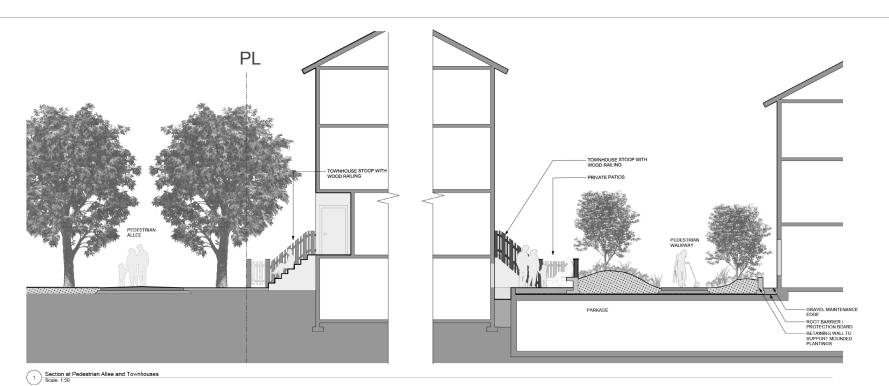
CRD Housing Corporation 631 Fisgard Ave. Victoria, BC

Caledonia Redevelopment Caledonia Ave. Victoria, BC

**Planting Plan North** 

revison no.	sheet no.	
checked by		PdG
drawn by		TB
scale	1: 150	@ 24"x36"
project no.		119.18

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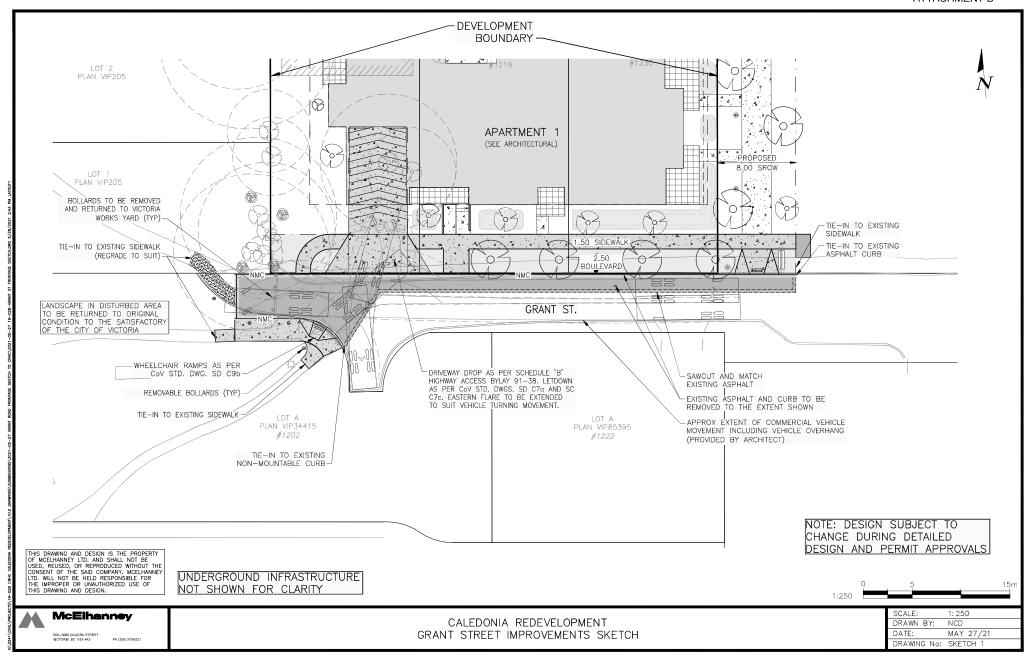


REMID PLANTINGS
THELE SATE WAY
PROST FATO WITH
WOOD PLANT FATO WITH
WOOD

2 Section at Pedestrian Walkway Scale: 1:50



#### ATTACHMENT B





#### Regional Housing

625 Fisgard Street, PO Box 1000 Victoria, BC V8W 1R7

T: 250.360.3371 F: 250.361.4970 www.crd.bc.ca

November 10, 2020

Mayor and Council City of Victoria 1 Centennial Square Victoria BC, V8W 1P6

Dear Mayor Helps and Council:

### Re: Proposed Caledonia Redevelopment

1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue

The CRHC is excited to bring forward a Rezoning and Development Permit Application for the Caledonia Redevelopment, a comprehensively designed affordable rental redevelopment in the heart of Fernwood. The Caledonia project will provide for 158 new Affordable Rental Units made available in a manner that is sensitive to the surrounding context, attractive, affordable, sustainable and most importantly provide long term affordability and security for those most in need.

This proposal provides an opportunity for four levels of government to partner to realize the strategic goals and objectives contained within the City of Victoria's Official Community Plan and the Victoria Housing Strategy that align with the Capital Regional Districts Board Priorities to create desperately needed new affordable rental housing. Further, the development has enabled the Capital Region Housing Corporation (CRHC) to collaborate with neighbourhood groups to develop an integrated proposal that balances the needs and concerns of the local and broader community.

### **Existing Land Use**

The proposed development site consists of assembling nine vacant and under-utilized properties that span from Gladstone Avenue to Grant Street. One of the properties is the existing Caledonia site at 1211 Gladstone Avenue, and currently contains 18 vacant units within three attached townhouse buildings. Another vacant property, previously known as M'akola's Tonto Rosette Building, located at 1209 North Park Street, contains a two-storey four-unit house. The remaining seven properties are vacant brownfield lots that were previously home to the Fairey Tech Building.

All nine properties will be consolidated into a single parcel to realize a comprehensive redevelopment that will create 158 affordable rental residential units. The development will also feature an amenity building for use by the neighbourhood, improvements to the surrounding streetscapes, construction of new interconnected pathways and a variety of outdoor place-making features including a playground, seating areas, community allotment gardens and other native plantings.

Located in the heart of Fernwood, the Caledonia redevelopment is set back from the Victoria High School Track and is adjacent to low-density residential homes, Haegert Park, the Compost Education Centre and the Fernwood Allotment Gardens.

The School District 61 (SD61), BC Housing, the City of Victoria and the CRHC have signed a letter of intent and letters of authorization to facilitate the rezoning application and subsequent land exchange. The land swap and lot consolidation are subject to successfully rezoning the property. The final agreement will see the SD61 as the sole owner of the consolidated lot and the CRHC signing a new 60-year lease agreement.

### Proposed Rezoning

The consolidated lot will require rezoning from the current R-K and R-2 zones to a site specific zone. The proposal increases the allowable density from an FSR of 0.6:1, which would allow for redevelopment of approximately 78 units, to an FSR of 1.29, allowing for the proposed 158 units.

### Form of Development & Massing

The proposed site layout includes five separate buildings, consisting of three 3 to 4 storey attached townhouse buildings, as well as one 5-storey and one 4-storey apartment building. The townhouses are positioned at the north end of the site, adjacent to single family lots. The apartment buildings are positioned towards the south end of the site, near Haegert Park and neighbouring apartment buildings along Grant Street. Massing was carefully considered to maximize the use of the site while being sensitive to the character of the neighbourhood.

The 5-storey building is located between North Park Street and Vining Street, which does not border residential properties. The 4-storey apartment building is located at the south section of the site fronting Grant Street. The top floor of both apartment buildings step back on all sides to reduce the massing effect as seen from the street level.

#### Residential Unit Mix

The total development will consist of 158 rental units including 14 studio units, 45 one-bedroom units, 77 two-bedroom units, 14 three-bedroom units and 8 four-bedroom units. The two apartment buildings will consist of 97 units while the townhouses will consist of 61 units.

### On-Site Parking

There are 117 onsite parking stalls proposed, 112 in the underground parkade and 5 stalls at grade. This on-site parking supply exceeds the City of Victoria's parking bylaw for affordable housing projects. There will be two separate underground parkade entrances, accessed from Caledonia Avenue and Grant Street. This component of the design splits the traffic flow from the site for tenants traveling east and west respectively, with direct routes to arterial roads, which minimizes the additional volume on the local neighborhood streets.

### Policy and Design Considerations

The proposed development requires an Official Community Plan (OCP) amendment to change the land use designations from Traditional Residential and Parks to Urban Residential. There are several applicable OCP policies and references which support this alternative designation:

- 6.1.6 Urban Residential areas are generally located within 400 metres of the Urban Core
- 12.17 Continue to support and enable the private development of green buildings
- 13.9 Support a range of housing types, forms and tenures across the city and within neighbourhoods to meet the needs of residents at different life stages, and to facilitate aging in place

The project will also achieve the energy performance benchmarks as adopted by the City of Victoria for the B.C. Energy Step Code and in line with related energy reduction targets. The proposed development is also consistent with many of the City of Victoria's strategic objectives, policies and guidelines, including:

- Prosperity and Economic Inclusion: People who work in Victoria can afford to live in Victoria
- Affordable Housing: Increase in rental apartment and housing vacancy rate
- Sustainable Transportation: Increase in residents using public transit, walking and cycling
- Strong, Liveable Neighbourhoods: Increase in number of opportunities for engagement with neighbourhoods

The configuration of the development and building designs reflect the following applicable Design Guidelines:

- 1.1 New development should be compatible with and improve the character of established areas through design that is unifying, sensitive and innovative
- 2.2.1 Massing that gives the impression of small blocks.
- 7.1 A high standard of accessibility in site, building and landscape design is encouraged to address the needs of all users, including people who have disabilities.

### Neighbourhood Benefits and Impacts

The proposal has significant benefits for the local and broader community through its increase in the supply of affordable housing. This form of inclusive housing reinforces the vibrancy of the Fernwood community.

The Caledonia Redevelopment provides for:

- Family oriented affordable housing, where 63% of the proposed units are two bedrooms and greater
- 8 new 4 bedroom units, which are infrequently available in new housing stock;
- 15 accessible units, which includes a mix of one, two and three bedrooms to allow for live-in caregivers. These units may be operated by the Independent Living Housing Society (ILHS);
- Energy efficient building design to perform to BC Energy Step Code Step 3;
- Open view corridors along east to west directions that recognize the prominence and heritage status of Victoria High School;
- Additional housing to meet the proposed population growth within walking distance of North Park Village;
- Integration with the broader community through partnerships with community groups such as Fernwood NRG and Compost Education Center to provide additional urban agriculture space and a 1450 ft<sup>2</sup> amenity room with a 14 foot ceiling to host neighbourhood programming and events;
- Pedestrian pathways across the site and a connecting greenway from Grant Street to Gladstone
  Avenue which facilitates long term access and increases walkability and connectivity within the
  neighborhood
- Architectural design that sensitively transitions to adjacent properties and respects the form and character of the neighbourhood
- Landscaping that includes several rain gardens, tree preservation, and 121 new trees onsite.

### Tenant Relocation and Funding

All tenants within the existing townhouses of Caledonia have been successfully relocated to other subsidized housing offerings within the CRHC portfolio or other social housing providers, as determined by their individual needs. Tenant supports have been provided in accordance with the CRHC's Tenant Relocation Policy, that exceeds the minimum standards established by the City of Victoria's Tenant Assistance Plan.

### Project Funding & Affordability

The Caledonia Redevelopment has received approval under the Building BC: Community Housing Fund program which facilitates the development of mixed income, affordable rental housing projects for independent individuals, families and seniors.

Under this funding model, projects must reflect the following mix of rents and incomes:

- 30% Affordable housing (moderate income)
- 50% Rent geared to income (low income, housing income limit)
- 20% Deep subsidy (very low income, refers to provincial income assistance rates)

#### Community Feedback & Design Revisions

During the extensive planning of this proposal the design team and CRHC staff met with and presented to existing tenants, various neighbourhood groups, and school board trustees more than 22 times.

Throughout the process, the team has received a variety of design input and has incorporated revisions into the project that we feel is of great benefit to the Fernwood neighbourhood, the City of Victoria and the Capital Region. The design changes include:

- Eliminating an apartment building and replacing it with an additional 3- storey townhouse complex;
- Re-orienting townhouses to front onto Gladstone, creating an enhanced pedestrian scaled frontage and minimizing shadows on neighbouring properties to the west;
- Enhanced connectivity within and around the Caledonia development that will better integrate with the existing community;
- Adjusting the unit mix to include more studio units to meet the demographic needs of a growing seniors population.
- A revision to unit mix enabled the reduction of building height from 5-storey to a 4-storey building bordering Grant St;
- Addition of a new central amenity building for use by a prominent neighbourhood group to host

independent events;

- Incorporating a playground structure to create a welcoming family-oriented environment;
- Reducing the number of courtyards and on-site surface parking to reduce impervious surface treatment and increase greenspace on site;
- Providing for private outdoor space on all ground-floor units;
- Including urban agriculture areas and community allotment gardens;
- Relocating the Grant St parkade ramp from the courtyard to within the footprint of the building to add more greenspace and retain more trees

#### **Conclusion**

The CRHC is pleased to submit this Rezoning and Development Permit Application for the Caledonia Redevelopment. This project gives the opportunity to bring much needed affordable housing within an important area of Victoria where it is greatly needed. It also brings a cohesive and sensitive resolution to a significant brownfield site in the heart of the Fernwood community. Through the partnerships across multiple levels of government this project aligns key municipal and regional strategic objectives, policies and guidelines and looks to deliver on these mandates while balancing the needs and concerns of the local community. We look forward to further discussion on this important application.

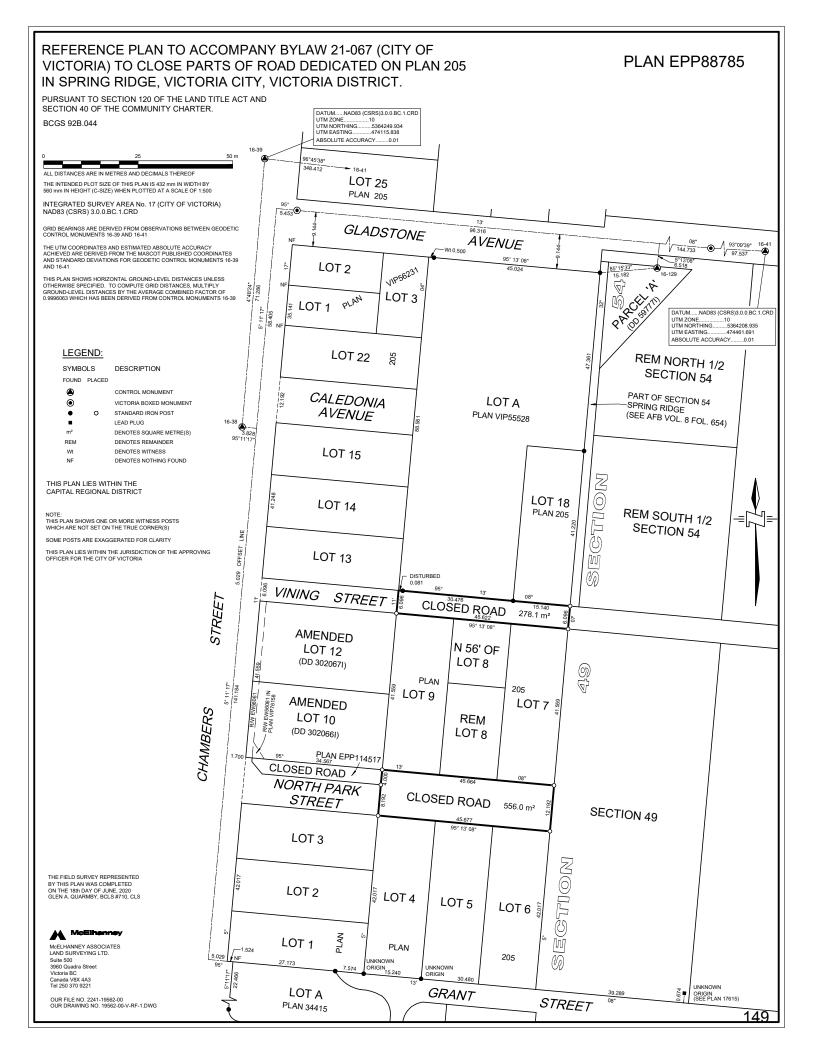
Sincerely,

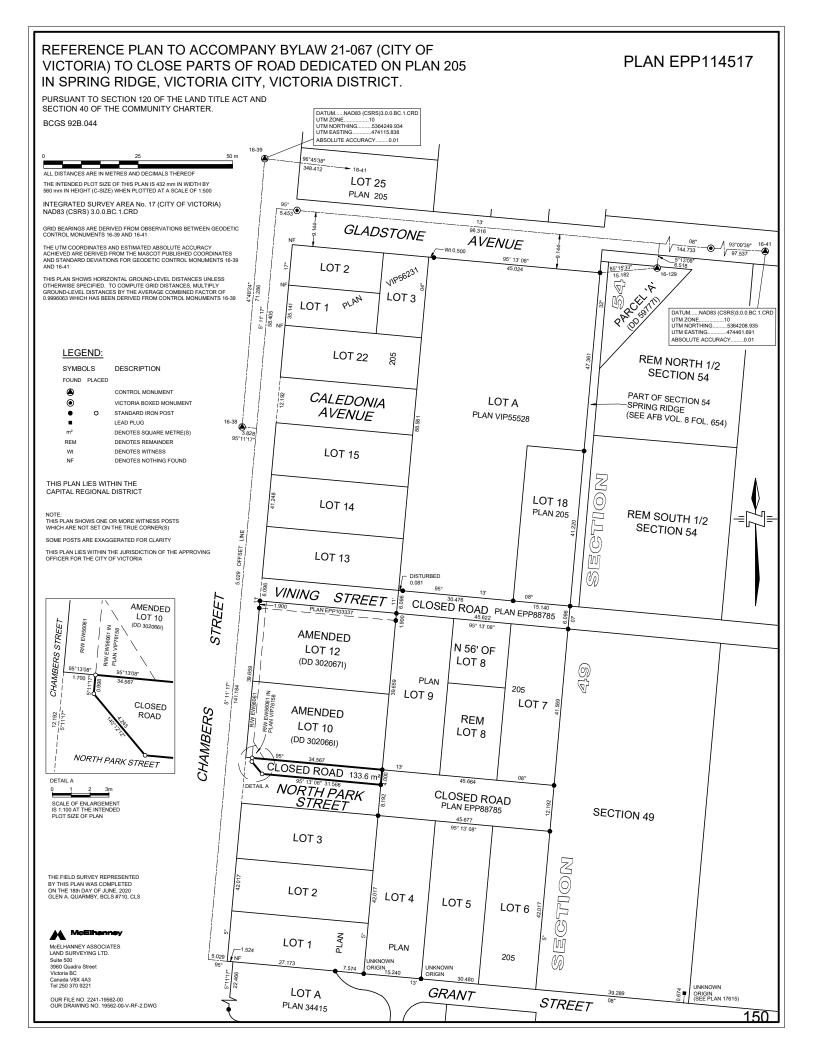
Kimberly Lemmon, MCIP, RPP

Lubely Lemmon

Senior Project Coordinator / Acting Manager, Planning & Development

Capital Region Housing Corporation





C Fern Heffernan 5, 1620 Camosun Street Victoria, BC V8T 3E6

June 30,2020

Leanne Taylor Senior Planner City of Victoria City Hal 1 Centennial Square Victoria, BC V8W 1P6

Dear Leanne,

Re: Proposed rezoning of Fernwood (Gladstone Ave, Caledonia Ave, Vining St, and Grant St) Rezoning No. 00715

Victoria needs affordable housing.

I have several concerns regarding the rezoning.

My first concern is if the area is rezoned, can the city and the architects scrap the plan and put up a six-story, concrete apartment block?

If the answer is yes, I will say absolutely NO to rezoning this area.

I need the assurance that plan layout presented would be the one followed including building locations and the green spaces indicated.

I do not want the apartments higher than Vic High.

I conducted a web search of Vic High and found this statement:

**Victoria High School**, commonly referred to as **Vic High**, is a <u>high school</u> located in <u>Victoria</u>, <u>British Columbia</u>, Canada. It is the oldest high school in the province, and is often cited as "the oldest public high school in Western Canada."

From Wikipedia, the free encyclopedia

I also found this statement from SD61

# Victoria High

vichigh.sd61.bc.ca

**Vic High** is located in the heart of historic Fernwood, an area renowned for beautiful Victorian era architecture and a thriving artistic community. Our towering...\*

I was unable to locate the full quotation; however, the intent is that Fernwood is a historic community, with several buildings and some gardens over 100 years old. The towering school should remain towering. Thus, no apartments or townhouses in close proximity to the school should be higher than the school.

I am also concerned that the architectural style does not fit the community. If something is to be built in the middle of a quiet, historic community, it should fit in. My view would be different if it was being built at a busy intersection, or downtown.

\*https://www.google.com/search?rlz=1C1CHBF enCA877CA877&biw=1366&bih=625&sxsrf=ALeKk00 B RyOPNand3d6uJM2SQGAmW2R7Q%3A1593585367527&ei=1y78Xt7QH9HO0PEPjsOu2Aw&q=Vic+High+is+located+in+the+heart+of+historic+Fernwood%2C+an+area+renowned+for+beautiful+Victorian+era+architecture+and+a+thriving+artistic+community.+Our+towering\*&oq=Vic+High+is+located+in+the+heart+of+historic+Fernwood%2C+an+area+renowned+for+beautiful+Victorian+era+architecture+and+a+thriving+artistic+community.+Our+towering\*&gs lcp=CgZwc3ktYWIQDFAAWABgj3BoAHAAeACAAQCIAQCSAQCYAQCqAQdnd3Mtd2l6&sclient=psy-ab&ved=OahUKEwiemICOuKvqAhVRJzQIHY6hC8sQ4dUDCAw

My approval depends on the answers to my concerns.

Sincerely
]
C Fern Hffernan

### Dear Mayor and Council:

I am writing to express my opposition to the Caledonia plan as it stands now.

#### 1. PROCESS

plan."

а

Not so long ago, Victoria's CALUCs wrote to the city asking that approval of large developments that do not follow OCP guidelines not be approved through amendments to the OCP. Unfortunately, that request has been ignored in this proposal. This is a very complex project that needs a full review, not sweeping it through as a means of avoiding robust land use and community discussions.

I have pasted in two sections from a longer article "Hard Questions about Vancouver's New Affordability Approach", by Patrick Condon and Scot Hein, The Tyee, 19 July 2018

### "Avoid a one-size-fits-all approach to neighbourhoods.

... How will the city ensure that new affordable housing forms are contextually appropriate to each neighbourhood and easily approvable? How will the city ensure that each neighbourhood accommodates its "fair share" of new units? How will the city acknowledge, and credit, those neighbourhoods that already contribute affordable capacities?

## "Recognize citizens as responsible leaders in change.

Meaningful stakeholder involvement is the best way to share challenges and achieve creative solutions. A successful stakeholder process invites citizens to become champions for change over the long implementation time lines required for thoughtful city building. Hastily prepared Making Room policies, without meaningful stakeholder involvement, would forgo the opportunity to tap the passions, talents and shared sense of responsibility by Vancouverites. Let's take a chance on citizens rising to the challenge of creating stronger neighbourhoods. Let's require that making room only happens in the form of a citizen directed city-wide

The current proposal did not come close to being an open, transparent, and collegial process that engaged the community from the start. It was presented holus-bolus in well-known developer strategy involving slick graphics with no opportunity for residents to do anything but tweak small and non-essential details.

The complex and confusing land swap between the City of Victoria and School District #61 was barely explained. The "consultation" meetings were hosted separately by the City, the School District or the CRHC. If residents asked questions about the arcane relationship among the three, the proponents declined to answer saying it wasn't in their bailiwick. The three entities behaved like three separate

silos. This made it impossible for neighbourhood residents to get straight answers. Clearly the proponents were not there to listen and respond to citizen concerns.

In general, the community members at the "consultations" found the proposal too large, too tall, and not in keeping with the neighbourhood. When residents asked if the proposal could be scaled down, the response from CRHC was a flat "NO, that's the math". If "the math" is the only consideration, then something's rotten in the state of Victoria / Fernwood.

This project is being shoe-horned onto Vic High's limited school grounds. The proposal will be built on the former Fairey Tech land which we were promised would be replanted and greened. That promise has not been kept. Since it's been left a rubble field, we're now told it's open for a mega-development.

#### 2. AFFORDABILTY

I respect those in favour of this proposal in that most support the idea of "affordable housing". I too, am deeply committed to low income housing in a city that is becoming an ever more expensive place to live. Unfortunately, I'm not sure that many supporters understand how limited this project is when it comes to low income housing. I am pasting in a copy of my letter to the Times Colonist on May 21, 2020 in case some of you missed it:

"Caledonia project not affordable enough"

Dear Editor:

Recently, city council voted to send the Caledonia project to public hearing on the basis of its provision of affordable housing. Unfortunately, this project is nowhere near affordable enough. Only 18% of the proposed units are truly affordable. The rest will be middle-income suites in five-storey buildings. This proposal is not supported by Fernwood's neighbourhood plan and the city's official community plan. Vic High's green space, already less that what is required by the Ministry of Education, will be further reduced.

Other schools in the school district have a great deal more green space proportionately. Let's keep the existing 18 units on the site and approve a smaller project with more low-income suites than the current 154-unit proposal provides.

Then let the Capital Regional Housing Corp. build the middle-class housing that makes up the bulk of the current Caledonia proposal on the extensive lands of these other schools. Vic High is our inner-city high school. This project is a Trojan horse, touting its "affordability" while ushering in a whack of middle-income housing. We need housing at all levels but it is patently unfair to dump this project on Vic High's scant land.

Let's go for some equity here.

Dorothy Field,

Victoria"

There has also been misinformation spread at top levels. A federal housing representative claimed that there will be "32 new homes for people with very low income". Yes, but in fact, there will only be 14 additional units, less than half the number of current subsidized units. The current 18 units will be demolished because they suffer from leaky condo syndrome and thus

their tenants have struggled with severe mould issues for decades. The whole project will create 154 suites. If you do the math, that means only 20% of the proposed suites will be subsidized and truly affordable to those most in need. The new subsidized suites will also be smaller than the current suites. Those resident in the former units have had to live with severe mould issues over the last decades. The CRHC cites the high cost of remediation as their reason for doing noting. Given this, I am concerned about the CRHC's poor record on insuring tenant health and safety.

### 3. ADDITIONAL ISSUES

a. There is much concern that the proposal doesn't consider the additional stress to the neighbourhood posed by the Caledonia project. It would come on top of the several new towers built or still in construction near Pandora and Cook, plus the proposed development where the co-housing was planned and failed. All of these are already on line to feed students into our over-stressed neighbourhood schools, George Jay in particular.

b. Vic High already has safety issues with traffic on Fernwood's narrow streets, given the congestion when kids are being dropped off or picked up. Residents have brought this up but to my knowledge it has not been addressed. Nor is the fact that narrow Chambers Street has already become a speedway for cars avoiding the stops on Cook. 154 additional units will surely make this worse. All this has been deemed irrelevant. In no way can this be seen as recognizing "citizens as responsible leaders in change".

c. This project opens the way for densification all the way to Cook Street. Small, relatively affordable houses will come down and, with densification, the land values will increase, edging out current middle income residents.

### 4. 4. EQUITY

Regarding equity, Burnside Gorge, Quadra Hillside, North Park, and Fernwood are expected to take any development with "affordable" or social service components. Neighbourhoods such as Rocklands and Fairfield are not asked to accept these developments. Why not? Since much of the new suites are for middle income more affluent neighbourhoods should be willing to accept "missing middle" developments on their green space.

people,

by car, transit It makes sense for those with low incomes to live closer to downtown and the services they need, but middle income folks can manage a bit more commute, bus, or walking, with a fair amount of ease. Clearly, we need a better public system to get people out of their cars. That should be part of the

thinking rather than neighbourhood.

That's

plunking a proposal of this size into one close-to-downtown

I suggest again, that the middle income suites be built on the generous school grounds of schools that are farther out and better endowed. The above named less prosperous neighbourhoods already house the various agencies, co-op housing, and other services geared to those with lower incomes or complex needs. The current design, with small modifications, could be kept and moved to another location. Thus

design time would not be lost. If all of us are really to be seen as equals, more prosperous neighbourhoods need to take some of the gift of increased density. equity.

### 5. COMMUNITY FALL OUT

Among the fall-out of the Caledonia proposal is a deep split within the Fernwood community. This could have been avoided had we had chances for real discussion with an openness as to what the word "affordable" means and the actual numbers of truly affordable suites. We needed firm figures from the start on salary ceilings and the project's financial requirements. The word "affordable" has become meaningless.

The very rich can afford houses worth several million dollars. I expect that when the city uses that word, it means within reach of those with the greatest need. This is not true for 80% of the planned suites.

### 6. <u>6. CLOSING</u>

Residents felt and still feel that this is a done deal, one without any real or substantive attempt to engage us. Consultation only counts if citizen input is taken seriously. "Consultation" when all but the minor details are already set in stone is no consultation at all. It is window dressing.

I suggest that the complex interrelations of the existing community with the proposed new community hold numerous consequences that have not been seriously studied. I suggest deeper studies of the traffic issues and school population impacts on the community beyond the boundaries of the Caledonia project be done.

I've lived in Fernwood for the last 16+ years. I love this neighbourhood and the vibrant mix of people who share it. We are not NIMBYs here and this is not a NIMBY argument. I, like so many others, want the best for all of us here. We want our vision, our energy, and our care for our students to be taken seriously. We don't want to be sacrificed on the altar of a too quick fix that doesn't pay attention to Fernwood's and Victoria's needs.

A project which might have been received with great celebration has left many of us deeply mistrustful of the process. This needn't have been the case if the process had been open and transparent. As I've indicated, this has not been true for the project date.

I have no doubt this project will go through. The City, School District #61, and the CRHC have made it clear that they are behind it. They've spent way too may hours cobbling this together to let it fail now.

I ask you: SLOW DOWN. THINK AGAIN.

Think with the broad scope necessary to strengthen and enliven our communities at all levels. Think about the issues of real affordability, densification and its impacts, as well as true citizen consultation.

I ask you to prove us wrong.

Respectfully,

to

Dorothy Field 1560 Gladstone Avenue Fernwood, Victoria From: gabriel gaultier

**Sent:** June 30, 2020 5:35 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a> Subject: Rezoning Application REZ00715

Attn: Leanne Taylor

C/o: The City of Victoria

Re: Rezoning Application REZ00715

As the City is requesting feedback, please accept this input regarding the proposed rezoning application to a portion of the Fernwood community currently consisting of 1235 Caledonia Ave, 1211 Gladstone Ave, 1230 Grant St, 1219 Vining St, and 1218/1219/1220/1226 North Park St.

In short, we are in support of building and managing safe, affordable, inclusive, and structured housing to support our economy and those in need of under market and/or subsidised housing, however; we are adamantly opposed to the proposed rezoning application.

- 1. Make it work with existing zoning. We have been to the community meetings put on by the Capital Regional Housing Commission and there was overwhelming concern with the significant increase in density in this one pocket of our community. People want to support the housing initiative, but on a more reasonable scale. Yes, there is underutilized land, but it is in a residential neighbourhood, with existing zoning that was prepared and agreed upon by community members in the Official Community Plan, so any existing zoning should be respected and adhered to. The current zoning limitations would allow for 78 units, so the request to more than double this with 154 unit density is quite frankly outrageous. We would like to recommend that the proposal come back to the community with a much more reasonable revised plan that can meet the concerns of the citizens while still working toward achieving the shared vision of affordable housing.
- 2. Approving zoning for projects that are driven by government initiatives (i.e. the Capital Regional District's jointly funded Regional Housing First Program) will be construed as favouritism. This change in zoning with set a precedent and be the catalyst for

additional rezoning applications to our already densely populated neighbourhood. Unless the residents in the community come together to revise the community plan in favour of this type of rezoning in our community, we do not believe it should be up to the government to be able to overturn such community interests and beliefs for the sake of benefiting an initiative in which they are directly benefiting from.

- 3. We don't have the facilities to accommodate the influx of this magnitude. Another common voice of concern at these community input meetings was how will we support these new community members if we don't currently have enough services to support the existing ones? There is especially a concern for the services for young children and families. The two existing childcare facilities have nearly two year waiting lists and George Jay Elementary is exceeding capacity and can't serve the existing population of the surrounding neighbourhoods. Changing the zoning, not only impacts existing families that require these services, but it also limits options for the proposed new residents who may have no options to look outside their community for this type of support. The rezoning application letter addressed to council in September 2019 mentions that this project addresses the OCP objective of ensuring "residents can enjoy convenient access to basic needs, community parks and amenities" and this is not the case.
- 4. The project planning team has not addressed existing public consultation concerns. If rezoning is the last step before development approval, than the CRHC needs to take a step (or two) back to first address existing concerns. Although they claim that they are meeting the OCP plan by "actively engaging citizens and community stakeholders and valuing and respecting their contributions", to many, they have not attempted to meet this need. Some examples are in relation to reducing the overall density, coming back with a plan that limits the number of stories from 5 to 4, creating social and community spaces that can facilitate services and or provide amenities to a broader community base, providing significant traffic calming measures on particularly on the already challenging Caledonia and Chambers streets, and

The best intentions of affordable housing should not overshadow existing community plans and neighbourhood concerns. Residents have repeatedly expressed concerns on traffic, density, services, and changes to zoning and although it seems like the CRHC has heard these concerns, they are not coming back with any significant or meaningful changes to their plans. From speaking with many neighbours in the community, the consensus is that the CRHC doesn't feel much of a need to drastically change their plans, as they already have the support from the City of Victoria and School District 61. What is the point of public engagement and consultation, if it

is only seen as a façade falling on deaf ears to push through a plan that was already destined to be approved? Hopefully this letter will help those involved in this project reflect on that and come back to the community with our concerns taken more seriously by way of drastic revisions and more in depth holistic partnerships to gain the trust and support of our resilient community.

From: Peter Renner <

**Sent:** June 5, 2020 5:00 PM

**To:** Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: Proposed development at 1211 Gladstone Avenue

I support the development of affordable housing and wish to raise two initial concerns.

- **1. Density.** The letter states that the Urban Residential designation goes to 1.2:1, yet the proposal is for an overall density of 1.29:1. Which is to be?
- **2. Natural spaces.** According to the Parks and Open Spaces Master Plan (2017), this city "supports health and wellness for all". An article in *Children, Youth and Environments* reinforces this stance by stating that in our "rapidly urbanizing environment, nearby, accessible natural spaces allow children to interact daily with nature, resulting in physical, cognitive, psychological and social health benefits" 10.7721/chilyoutenvi.22.2.0164. Unfortunately, the proposal omits any mention of open/green/play space for 158 families and their children. Two nearby parks, Stevenson and Haegart, won't meet their legitimate needs.

Submitted by Peter Renner Owner, 1140 Grant Street From: Hope Hickli

Sent: June 6, 2020 7:48 PM

To: Leanne Taylor <a href="mailto:leanne-taylor@victoria.ca">ltaylor@victoria.ca</a>

Subject: Re: 1230 Grant Street, etc. multi-unit residential building

Hi,

I am a homeowner on Spring Road in Fernwood. I'd just like to offer my voice of support for this development. We need more affordable housing in this city, and more density as well.

Assuming all the units are affordable (which, from what I could see, they are), I am in favour.

Thanks! Hope Hickli From: Joanna Pettit <

Sent: June 6, 2020 4:38 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: Feedback on proposal to amend the OCP (Caledonia Project)

Please reconsider the plans for this proposed four and five-storey development. It is not in the best interests of the neighbourhood because of the height and the density adjacent to Victoria High School. The proposal includes four and five storey buildings in an area of one and two story homes. While I don't understand the meaning of the density ratios in the letter I received, I do know that 158 dwelling units is far too dense for this area and will irrevocably change the feeling of this neighbourhood. As residents of Yukon Street we are concerned about the traffic resulting from such density. Not to mention the looming facade of a five storey building across Grant Street.

We support affordable and below-market housing, but we do not want to see four and five storey buildings on this piece of land. Please revise this proposal to be in keeping keeping with the neighbourhood plan.

Sincerely, Joanna Pettit 1221 Yukon Street Victoria BC V8T 1B6 From: Paul Crozier Smith <

Sent: June 6, 2020 2:14 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: Fairy Tech deveolpment in Fernwood area

Linda Taylor:

The only objection I have to the development is the height. Five storeys (sp?) is too high! Three is more in keepingwith the buildings in the area.

Paul Crozier Smith

1148 Balmoral Rd.

From: zebraplus

**Sent:** June 6, 2020 1:05 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

**Subject:** Development concerns at 1211 Gladstone ave.

Dear Leanne,

I reside at Cook and Caledonia. I am a realtor with over 15 years of experience. I came up from a poor family that used to live exactly in the type of development that is proposed to be build at 1211 Gladstine. I am against this development because it is not the right place for it. It is best used to place a public facility such as new crystal pool that require substantial size of land to develop. The development that is proposed will assist individuals with lower-income. This is a great idea, but a bad spot for it. As mentioned above when I was growing up and lived in Montreal and such a development, even though, it was beneficial financially, people hated residing there and were trying to get out as fast as they could. When you focus multiple buildings in a development around low income residence, it create a stigmas of assumed bad nature individuals living there, it assumes crime and drug use for every member of that community. The best solution to it is when you scatter such buildings through the city so that they do not stand out, so no stigma, and still serve their purpose of helping individuals with lower-income. Even better solution that I have seen in other countries, is when developers are required to provide a certain percentage of units to a low-income individuals either permanently or temporarily. This is even better solution to prevent stigmas and for individuals not to be singled out as being worse off financially or otherwise different then others.

You may wonder, why aforesaid stigmas and being singled out are important. This is the basis for being bullied at school, being denied employment and other benefits when employers will see where the candidate is residing. At the beginning of the project people will love living there, but after 4 years or so, because the world around reacts to people in such development with prejudice, stigmas are born, people start to be ashamed to live in the environment they're in, good people start to move out, leaving vacancy for more of crime oriented individuals to move in.

In few years, this development will become a problem, instead of the benefit it is being proposed for. As I have seen from personal experience, and you most likely aware, many individuals with financial needs tend to be substance users, who will qulify to reside at the propsed development. One quick way for such individuals to make money is to remix a dose and split it then sell it. Now, the fact that a high school is full of vulnerable kids and it is NEXT door, makes it a sweet distribution opportunity. I apologize for creating a negative light for this development. Most people see optimistic opportunities for such developments, while silencing concerns. I see the true and potential outcomes based on what I

see around the city and my personal life experience.
As I mentioned above, being the next door resident to the development, I am completely and absolutely against it. It will have a better use for new crystal pool or another public facility.

Thank you

Yuri King

--

Sent from myMail for Android

From: Rena

Sent: June 9, 2020 11:30 AM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: 1211 Gladstone Ave. Rezoning No. 00715

I have been a resident of Fernwood and a close neighbour of the properties under discussion for over 40 years. I have a number of concerns about the development, which are listed below.

Along with many other community members, I am concerned by the size and scale of this project. More than 150 units are being planned, of which only 20%, or 32 units, are designated as low income housing. Since 18 households were demovicted from the property, this will provide only 14 new subsidized units on this property. While all 158 units are intended for people with "low to moderate incomes", this is defined as 50% with household income up to \$64,000 and 30% with income up to \$74,000. According to the Victoria Foundation, Victoria's median income is closer to \$45,000.

Adding this level of density to the neighbourhood, with a very low proportion of new subsidized units, will put pressure on social amenities, especially for seniors. Traffic on Chambers Street will be dramatically increased. Pressure for increasing density will be intensified by approval of this project - for example, the project at the corner of Chambers and North Park, which Allan Lowe has suggested may be upscaled after this project goes ahead.

I also have strong objections, shared by many community members, to using land designated for public education to build housing which will benefit few low income residents.

There was no public consultation or dialogue prior to the announcement received this week. At an information session last year, representatives of the various entities could not respond to questions posed, e.g. around traffic mitigation, and presented misleading drawings, e.g. depicting a paved fire lane as a narrow grassy path between tall trees.

I object to perceived conflicts of interest between the Capital Region Housing Corporation and the Victoria Council.

I object to any amendment of the OCP to accommodate this plan, especially the five story building.

I await the public hearing.

Rena Miller

From: Quinn Yu <

**Sent:** June 10, 2020 10:50 AM

**To:** Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: 1211 Gladstone Avenue - Rezoning Application

Hi Leanne,

Thanks for your letter dated June 2, 2020 regarding the proposed official community plan amendment for the 1211 Gladstone Avenue corridor. As a resident on the adjacent Caledonia Avenue and an active community member, I appreciate the opportunity to provide some feedback and thoughts.

- 1) Based on the documents on the <a href="www.victoria.ca/devtracker">www.victoria.ca/devtracker</a>, I see 114 parking spots and required, and 117 parking spots are provided. As you likely know, the neighbouring roads and properties are primarily designated multi-family residential with multiple cars per household. This creates quite a bit of pressure on parking, and I don't believe 114 parking spots is sufficient for a 158 dwelling unit. Unless the City intends to use public policy and municipal parking rules to enforce parking matters, the disconnect between dwelling units and parking spots inherently creates a pressure on parking in the neighbouring areas.
- 2) I support the concept of affordable and below-market rental dwelling units. As your letter notes, the OCP originally identified these properties are public facilities, institutions, parks/open spaces; is there no way to provide affordable rental units alongside public facilities/institutions/parks? Perhaps mixed-use to a certain extent? I am concerned the City is valuing residential units over spaces for recreational, institutional, and educational. I encourage the City to be future-oriented and consider the impacts of building only residential dwellings with no spaces for other use. The City of Richmond and the City of Surrey are both good examples and jurisdictions to research should your team seek some examples of mixed-use developments that have had a significant impact to positively growing a community. In particular, the City of Richmond's mixed-use development around the Olympic Oval has become a case study for urban planning and development.
- 3) Can you advise how the 158 dwelling units will be managed? For example, will there be an onsite manager who will help enforce rules and manage the occupants? Is this something the City is willing to require as part of the development approval? There are significant implications to having an unmanaged development of this size especially in an already crowded space where everyone is sharing the air and the roads.
- 4) Are there any considerations the City has during the construction phase? For example, when heavy machinery and equipment is transported, there is damage caused to the roads and private property. This was very apparent during the 1008 Pandora Avenue construction, where Pandora Avenue and Vancouver Street had significant concrete damage to the public roadways. I note those roads are still not repaired at this time. Perhaps the City can require the developer to repave the designated road intended to bring supplies in and out?

Let me know if you'd like further clarification or have any questions on my feedback and thoughts.

Thanks, Quinn ----Original Message-----

From: Terrence Leah <

Sent: June 16, 2020 1:47 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: Re: Rezoning No.00715

Thank you. From what you have said the start date has not yet been confirmed? Could you please confirm you do not have a planned start date and if you do, what is it? What's planned there is a bad very bad idea because of what's going to happen with the traffic and parking. There's already so many non residents taking up spots on Caledonia even right now at this moment. Caledonia is going to be like the Indy 500. You yes you are ruining the neighborhood. How would you and the elected like this past your front door. If you look in the rental adds you would see there is no longer a rental shortage due to the Airbnb situation. There is obviously money being exchanged here. I went to a city meeting on it where the residents tried to voice their concerns and it was like talking to the wall. The mayor was late, and busy texting, so were half the other officials. It's like the tax paying workers no longer matter. Any resident who tried to say a valid point was shut right down. It was pretty obvious who was to financially gain from this project. It's so frustrating to see council so out of touch with how they are affecting the people who work so hard to pay the way for those who feel entitled just because.

From: Jeff Dean <

Sent: June 26, 2020 8:28 AM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>

Subject: Rezoning No.00715

Hi Leanne,

I am opposed to the change to the bylaw.

Have a happy Canada Day!

Best regards,

Jeff Dean 1216 Pembroke st. Victoria, B.C. V8T 1J8 Response to City of Victoria, regarding the OCP amendment for the upcoming Caledonia Project Attention: Leanne Taylor, Senior Planner June 19, 2020

Writing from the perspective of Fernwood residents for the past 17 years, senior, and strata owners, we have mixed feelings about the upcoming changes to our neighbourhood. This appears to be a fairly significant change to the OCP, that could have future ramifications on development in Fernwood. We do support an increase in affordable housing opportunities for Victoria. It has been an area that has been neglected for many years. However, this project seems to be pushing the limits of density and urbanization, that could change our neighbourhood from what we all enjoy about living here, a sense of slower pace, a residential feel, less dense than the downtown, and easy access to interesting amenities, and a balance between urban and community feel.

We are not professional urban planners, but the significant increase in the density ratio and the change from residential housing to urban housing is unsettling. The proposed project seems more fitted for downtown than it does for our residential neighbourhood. Our concern is that this will open the doors to more urban development in Fernwood, continued higher density development, and permanently change the ambience, character, and neighbourhood feeling that we have here. We would be more comfortable with a smaller project, that created less density, and created additional green space (something we saw very little of in the recent downtown development process). The development seems to be trying to pack as many homes into the space as possible. We would also be good with leaving some land to the school district for future needs.

For us it will probably be a loss of quality of life. For the City of Victoria and for prospective renters it could be considered a win/gain, as the City sees an increase in affordable housing as an important agenda item. It looks like Fernwood will be becoming an extension of the downtown, something many of the residents would not be happy about.

Over the years living here, we have seen some very positive changes in Fernwood. ...and we would hope that can continue for future residents as well as the current ones. It has become a safer neighbourhood, an increase in better amenities, a younger demographic of residents, upgrades in property, and less party and drug houses. This project may be a tipping point where we begin to see a reversal in quality of life...Why not try to move ahead with smaller steps? Allowing the residents time to absorb and assess the changes. Rather than go full steam ahead and hope for the best. I think it stands a better chance of success if the project were a smaller footprint.

On another note, after walking by or through Spring Common every day for many years, I can say that this property is highly underused and needs a re-think or re-design. It virtually has almost no community use or activity. It would be better off as a simple green space or park.

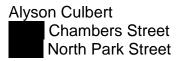
Josh and Nan Keller
Chamber St
Victoria

I am pleased to see we are following UN's Agenda 21, which encourages the use of the same language and catch phrases in all urban planning meetings throughout Canada, the U.S. and Europe and has been extremely helpful in crafting this rezoning proposal.

It is important to reduce green space in the inner city, to increase vehicle traffic on narrow streets, to increase density by decreasing living space within housing units, to create larger, more anonymous communities, all affecting mental health and in particular, to ignore or manipulate OCP's, rendering them meaningless.

I understand that although no similar initiatives have previously reduced housing prices in the Capital Region, it is still beneficial to make that assertion.

With all this in mind, as an affected property owner, I support the proposed changes to the Grant/North Park/Vining/Gladstone/Caledonia Avenue development.



Please do not at any time or in any place record or relate the last paragraph, without including all other paragraphs for context.

----Original Message-----

From: m knowles

Sent: June 27, 2020 4:11 PM

To: Leanne Taylor < <a href="mailto:ltaylor@victoria.ca">ltaylor@victoria.ca</a>>
Subject: 1211 Gladstone Ave et al proposal

#### Hi Leanne

I have lived in the Wedgewood Estates apartment building on Chambers (between Pandora and Balmoral) for the past 5 years, having living in Oak Bay for 22 years prior to that. I am responding to the notice dated June 2, 2020 that I received from the City of Victoria regarding the proposed Official Community Plan amendment for 1211 Gladstone Ave. et al.

I am adding my comments to the summarized comments that were received through public consultation (under '2.1- CALUC Meeting & Open House') of the "Caledonia Rezoning Application" package dated September 2019.

I understand that this proposal has been the dream of many people in Fernwood for some time. I am not opposed to the development itself, but am concerned that the addition of 158 units in an area of single family homes all at once could have a significant effect on the neighbourhood. I notice that there is also a proposal to add an additional 21 units of multi-family units at the corner of Chambers and North Park St. that will further affect the neighbourhood. The cumulative effect of these additions over a short period of time, could be very disruptive.

I was happy to see that a proposed 5 storey building, which would be out of scale for the neighbourhood is now proposed to be only 4 storeys, which is more in keeping with the apartments further up Chambers Street. I hope that is still the case. It is also important that the new buildings do not affect the community gardens at North Park and Chambers.

My main concern is the potential effect of the addition of all these units on the traffic in this area, particularly on Chambers Street, which already has problems with the current population, not too mention the fact of traffic coming from Pandora to cut over to Caledonia. It's a bit of a rabbit warren with one-way streets, dead-end streets, and narrow roads. There is often no more than one-lane of traffic right now on Chambers, depending on where cars are parked or if there are large trucks, such as recycling, on the road.

I predict that there will be congestion at Caledonia and Chambers where vehicles will be accessing one of the underground parking garages in the new development. One of the diagrams shows egress to Cook Street via North Park and Grant as well, but that is more fiction than fact. Grant is really no more than a lane with very limited two-way traffic, and Cook Street is already congested during the day. Caldonia and Vining running east off of Chambers are more lanes than streets.

The second parking garage exits onto Grant Street, which is also narrow, as well as being adjacent to Victoria High School. This will lead to more traffic on Fernwood off Grant, another potential bottleneck.

Parking will also be an issue, given the reduced number of parking spaces for the proposed units for both the developments noted above. It is true that the area has a high walkability score, but the fact remains that most households have at least one car in order to travel effectively within the greater Victoria area. With the loss of Wellburns, I use a car to get my groceries as I do not enjoy walking to the

new Save-On Foods Store on Vancouver and Pandora. The shops on Yates street are too far for me to walk to.

Our transit system does not work for everyone and not everyone can ride a bike, let alone use one to commute to work or do all their errands. I can see the bike lanes on Pandora east of Cook Street from my apartment and they are not well used, despite having been there for many years. I rarely see more than one cyclist at a time.

There may be a proposal to have a car-share available for residents. If so, that would help.

Parking in this area of Fernwood is at a premium. There is very little street parking available for visitors, and the parking that is marked "Residential" is generally fully occupied.

Wedgewood Estates has 60 units over 4 floors. There are 55 parking spots behind the building, 3 of which are designated for Visitors. The other spots are always fully occupied despite the fact that a number of residents use bicycles as their only mode of transport. The parking lot can be accessed from Pandora and also Balmoral.

Another concern is the impact of where workers will park during construction of the Gladstone development, especially if upgrades to Victoria High School are going on at the same time, since there isn't street parking available. That could really upset neighbours - especially if the construction is drawn out, like a number of projects nearby on Johnson St.

There has been a 6-storey condo being built at Johnson and Chambers over the last few years. I no longer try to access Johnson Street during the week, as I have had too many near misses from trying to turn left from Chambers. There are either trucks or garbage bins obstructing the view west on Johnson. I now go east on Balmoral, cross Camosun gingerly, as there are always vehicles parked on that street, and go up to Fernwood, in order to head SE from my apartment.

If I am heading NE, I go north along Chambers winding my way to Fernwood Road, since Chambers does not go through directly to Bay.

Finally, I could find no mention of how the proposed development and the loss of part of the parking lot off Gladstone might affect the operation of the Belfry Theatre on Gladstone and Fernwood. True, it is not a direct neighbour, but it certainly has been a vital part of Fernwood for over 40 years. It needs parking for its patrons, who come from far and wide, to not only enjoy the theatre, but also patronize the restaurants, cafes and pubs in the area. I wonder if they have ever been consulted.

Thank you for the opportunity to provide some feedback.

Sincerely, Marcia Knowles Attention: Leanne Taylor, Senior Planner

Regarding: OCP Amendment for 120 Grant Street/ 1209, 1218, 1219, 1220 and 1226 North Park Street/ 1219 Vining Street/ 1235 Caledonia Avenue/ 1211 Gladstone Avenue

Dear Ms. Taylor,

I am writing in regard to the request for OCP Amendment associated with the development at the location specified above. I am a neighbour living at 1220 Pandora Avenue. My apartment building is located between Pandora and Balmoral Avenues, one block from the development site.

I have concerns about this project and as a neighbour do not support the request for OCP Amendment. One of the reasons that the OCP exists is to protect the character and livability of the neighbourhood. I am deeply concerned by the precedent this would set for high density buildings greater than 4 storeys in our neighbourhood. Already there are many recent builds, recent applications, and recent planned developments that are high density, pushing at the boundaries of the residential areas in Fernwood.

What Fernwood needs more than anything is family dwellings. The current zoning for 1211 Gladstone Avenue and 1209-1215 North Park Street supports duplexes and attached dwellings. I would be in favour of converting the remaining properties, which are currently non-residential, to the Traditional Residential zoning to allow for the creation of more townhouses in the space. I would also support an OCP variance allowing three storeys for all townhouse units.

As someone who dwells in an apartment, I can tell you, it is hard to get to know your neighbours. It is hard to feel a part of something. People who need affordable housing are also in need of community connections. They need to be a part of the neighbourhood – to have homes that are integrated into the neighbourhood where they can walk among the existing streets, rather than living in a large structure with an internal courtyard that discourages people from wandering beyond the limits of their property. They need to be able to put down roots and feel like they belong. That begins with good design.

Housing is urgently needed. However, it is also essential to preserve the walkability, sight lines, accessibility, and serviceability of our community. And it is essential that we do not allow large scale developments to encroach on our neighbourhood simply because we are adjacent to downtown.

I hope that you will seriously consider the implications of the proposed OCP amendment in terms of:

- 1) What matters (more than just creating the largest number of units possible) is the quality of life you are enabling with housing. Gentler density will allow for more families, more personal and shared green space, and more integration with the existing dwellings.
- 2) The implications for over-development in Fernwood. Ultimately, this opens the door for future large developments which would not be affordable housing, making Fernwood even less accessible to future residents than it is now.

Thank you for your consideration.

Sincerely,

Dr. Kristin Atwood, PhD

403-1220 Pandora Avenue, Victoria BC, V8V 3R4

From: Nancy

Sent: June 29, 2020 11:03 AM

To: Leanne Taylor <a href="mailto:leanne-taylor@victoria.ca">ltaylor@victoria.ca</a>

Subject: 1211 Gladstone

Dear Ms. Taylor,

I own the property at 1911 Chambers. I have reviewed the information on the proposed development and I have a few questions and comments. I found it very confusing to read and understand, so I hope you can clarify some of this for me.

First, my particular concerns. What will happen to the beautiful trees that currently back our property at 1911 Chambers and provide some visual screening and privacy? Will they be preserved? Replaced? I cannot see what is being done to give us some space/privacy from this massive development.

I cannot work out what happens at the end of Caledonia. There seems to be some kind of guardrail. Is there an entrance to an underground parking garage? If so, what is the expected traffic? How many parking spots are in that garage? I can't see that information.

I think the buildings themselves look very nice as proposed.

However, my real concern, which I have stated before, is that if this development goes ahead, you will be taking land away from a school and that land, once gone, can never be reclaimed. This is a school with a growing population and my understanding is that there was a promise to the neighbourhood that these lands would be preserved. It seems both short-sighted and unfair to the students who will attend Vic High that their school grounds should be given over to a housing development.

This development is quite literally in my back yard, so I hope you will take the time to help me understand what the impact will be.

Regards, Nancy Weatherley

#### NO. 21-064

#### A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the CD-17 Zone, Gladstone Comprehensive Development District, and to rezone land known as 1211 Gladstone Avenue from the R-K Zone, Medium Density Attached Dwelling District, to the CD-17 Zone, Gladstone Comprehensive Development District, and land known as 1230 Grant Street, 1209-1215, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, and 1235 Caledonia Avenue from the R-2 Zone, Two-Family Dwelling District, to the CD-17 Zone, Gladstone Comprehensive Development 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. 1234)".
- Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule "B" under the caption PART 12 Comprehensive Development Zones by adding the following words:
  - "12.17 CD-17, Gladstone Comprehensive Development District"
- The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 12.16 the provisions contained in Schedule 1 of this Bylaw.
- The following lands, which are shown hatched on the attached map, are removed from the R-2 Zone, Two-Family Dwelling District, and the R-K Zone, Medium Density Attached Dwelling District, and placed in the CD-17 Zone, Gladstone Comprehensive Development District:
  - a) 1230 Grant Street, 1209-1215, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, and 1235 Caledonia Avenue, legally described as:

PID: 005-002-443 Lot 4, Spring Ridge, Victoria City, Plan 205

PID: 009-226-338 Lot 5, Spring Ridge, Victoria City, Plan 205

PID: 009-226-290 Lot 6, Section 50, Spring Ridge, Victoria City, Plan 205

PID: 009-226-265 Lot 7, Spring Ridge, Victoria City, Plan 205

PID: 009-226-231 Lot 8, Spring Ridge, Victoria City, Plan 205, except the northerly 56 feet thereof

PID: 009-226-257 The Northerly 56 feet of Lot 8, Spring Ridge, Victoria City, Plan 205

PID: 009-226-214 Lot 9, Spring Ridge, Victoria City, Plan 205

PID: 017-710-545 Lot 18, Spring Ridge, Victoria City, Plan 205.

- b) 1211 Gladstone Avenue, legally described as:
  - PID: 018-007-503 Lot A, Section 53, Spring Ridge, Victoria City, Plan VIP55528
- 5 The Zoning Regulation Bylaw is further amended by adding to Schedule N Residential Rental Tenure Properties, the lands described in section 4(a) and (b).



READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
Public hearing held on the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED on the	day of	2021

CITY CLERK MAYOR

#### Schedule 1

# PART 12.17 – CD-17 ZONE, GLADSTONE COMPREHENSIVE DEVELOPMENT DISTRICT

#### 12.17.1 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, except <u>public building</u>, which is subject to the regulations in this Part.
- b. uses permitted in the R-K Zone, Medium Density Attached Dwelling District, subject to the regulations set out in Part 2.3 of the Zoning Regulation Bylaw, except <u>public building</u>, which is subject to the regulations in this Part.
- c. multiple dwelling, subject to the regulations in this Part.
- d. daycare.

#### 12.17.2 Number of Buildings, Building Separation Distance

- Notwithstanding Section 19 of the General Regulations, more than one <u>building</u> is permitted on a <u>lot</u> subject to the regulations in this Part.
- b. No more than two buildings are permitted on a lot.
- c. Minimum separation distance between buildings, excluding steps, must be at least 9.8m.

#### 12.17.3 Location of Uses

a. Public building and daycare uses are only permitted on the first storey of a multiple dwelling

#### 12.17.4 Lot Area

a. Lot area (minimum)

8680m<sup>2</sup>

#### 12.17.5 Floor Space Ratio, Floor Area

a. Floor space ratio (maximum)

1.29:1

b. Total floor area (maximum)

11,200m<sup>2</sup>

c. Combined floor <u>area</u> for <u>public building</u> and daycare (maximum)

140m<sup>2</sup>

#### Schedule 1

# PART 12.17 – CD-17 ZONE, GLADSTONE COMPREHENSIVE DEVELOPMENT DISTRICT

12.17.	6 Heig	ht	
a.		g <u>height</u> (maximum)	15m
	Excep	for the following:	
	i.	a <u>building</u> or portion of a <u>building</u> within 89.58m of Gladstone Avenue (maximum)	11.25m
	ii.	a <u>building</u> or portion of a <u>building</u> between 48.60m and 74.38m of Gladstone Avenue and within 16.05m of the west property line (maximum)	9.5m
12.17.	7 Setb	acks	
a.	Gladst	one Avenue <u>setback</u> (minimum)	7m
	Except setbac	for the following maximum projection into the <u>k</u> :	
	i.	Steps	1.46m
b.	Grant	Street setback (minimum)	7m
C.	Side y	ard setback (east) (minimum)	2.50m
	Except setbac	for the following maximum projections into the <u>k</u> :	

i. Steps	1.50m
----------	-------

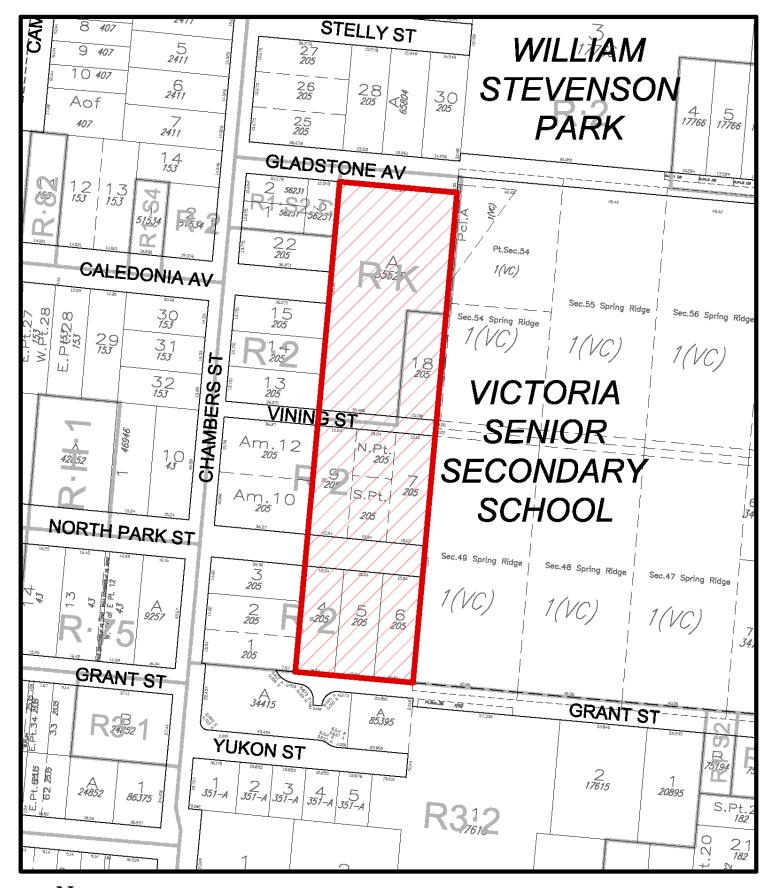
d.	Side yard setback	(west) (minimum)	4m
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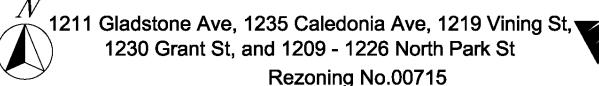
12.17.8 Site Coverage, Open Site Space		
a. Site Coverage (maximum)	57%	
b. Open site space (minimum)	40%	

12.17.9	Vehicle and Bicycle Parking		
---------	-----------------------------	--	--

a.	Vehicle parking (minimum)	Subject to the regulations in Schedule "C"
b.	Bicycle parking (minimum)	Subject to the regulations in Schedule "C"

[NOTE: Property located in this zone is subject to residential rental tenure – see Section 45 of the General Regulations and Schedule N.]







#### NO. 21-065

#### A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend the Official Community Plan to change the urban place designations from Public Facilities, Institutions, Parks and Open Space to Urban Residential for the properties at 1218, 1219, 1220 and 1226 North Park Street, 1230 Grant Street, 1219 Vining Street, and 1235 Caledonia Avenue, and from Traditional Residential to Urban Residential for the properties at 1211 Gladstone Avenue and 1209-1215 North Park Street.

Under its statutory powers, including Division 4 of the *Local Government Act*, the Council of the Corporation of the City of Victoria, in an open meeting assembled, enacts the following provisions:

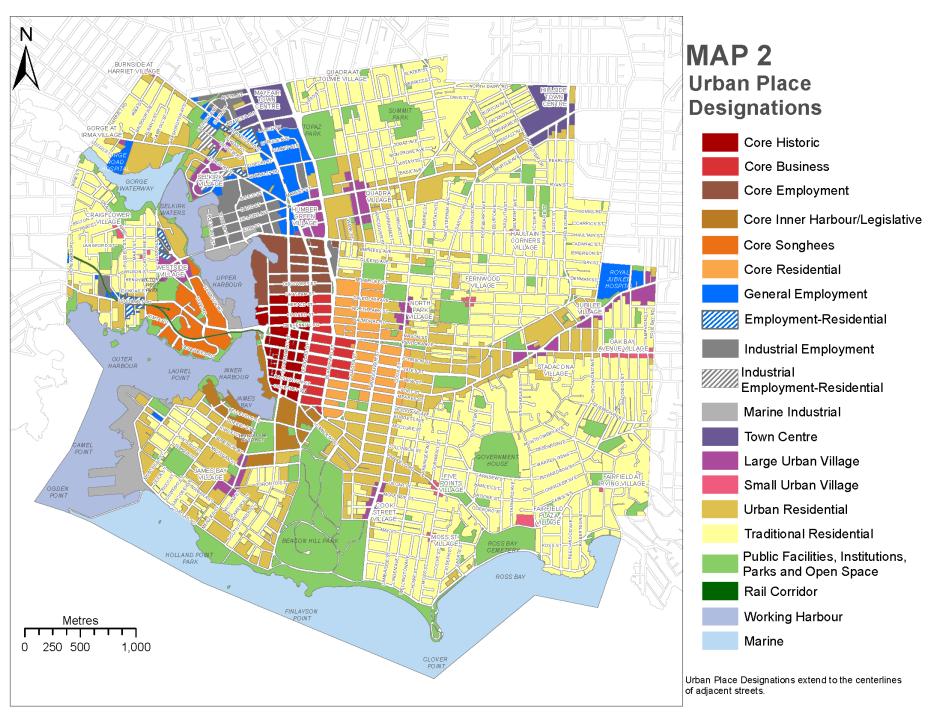
- 1 This Bylaw may be cited as the "OFFICIAL COMMUNITY PLAN BYLAW, 2012, AMENDMENT BYLAW (NO. 36)".
- 2 Bylaw No. 12-013, the Official Community Plan Bylaw, 2012, is amended as follows:
  - a) land known as 1218, 1219, 1220 and 1226 North Park Street, 1230 Grant Street, 1219 Vining Street, and 1235 Caledonia Avenue by changing its urban place designation from Public Facilities, Institutions, Parks and Open Space to Urban Residential;
  - b) land known as 1211 Gladstone Avenue and 1209-1215 North Park Street by changing its urban place designation from Traditional Residential to Urban Residential;
  - c) repealing Map 2 of section 6 and replacing it with the Map 2 attached to this bylaw as Schedule "A";
  - d) repealing Map 22 of section 21 and replacing it with the Map 22 attached to this bylaw as Schedule "B".

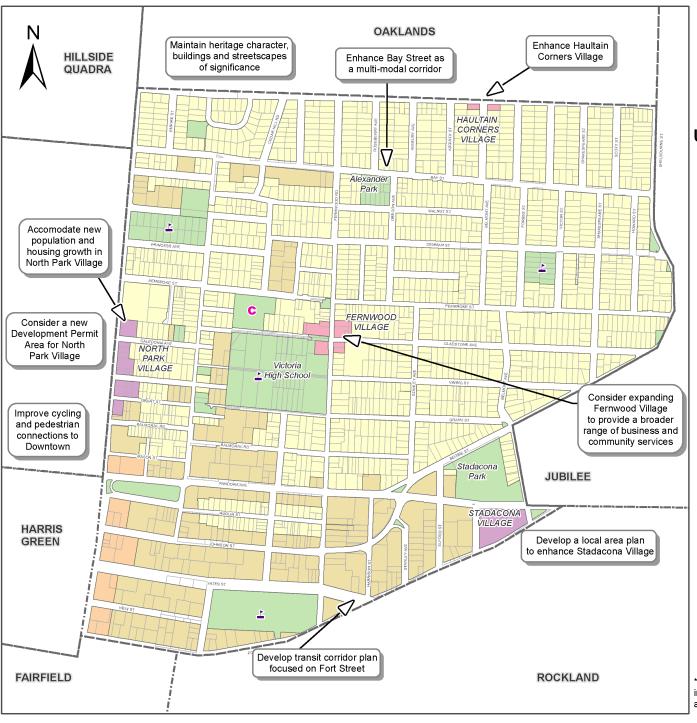
READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
Public hearing held on the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED on the	day of	2021

MAYOR

CITY CLERK







# MAP 22 Fernwood Strategic Directions

#### **Urban Place Designations\***

Core Residential

Large Urban Village

Small Urban Village

Urban Residential

Traditional Residential

Public Facilities, Institutions, Parks and Open Space

#### **Public Facilities**

- Community Centre

\*Urban Place Designations are provided for information purposes only. Please refer to Map 2 and Figure 8 for designation information.

#### NO. 21-066

#### HOUSING AGREEMENT (1230 GRANT STREET, 1209, 1218, 1219, 1220 and 1226 NORTH PARK STREET, 1219 VINING STREET, 1235 CALEDONIA AVENUE AND 1211 GLADSTONE AVENUE) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for affordable and below market rental housing for the lands known as 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, 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

This Bylaw may be cited as the "HOUSING AGREEMENT (1230 GRANT STREET, 1209, 1218, 1219, 1220 AND 1226 NORTH PARK STREET, 1219 VINING STREET, 1235 CALEDONIA AVENUE AND 1211 GLADSTONE AVENUE) BYLAW (2021)".

#### **Definitions**

2 "**Development**" has the meaning ascribed to that term in the housing agreement attached to this bylaw at Schedule A.

#### Agreement authorized

- 3 Subject to the Development receiving the necessary funding approvals from BC Housing within one year of the date of adoption of this bylaw, the Director of Sustainable Planning and Community 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 Board of Education of School District No. 61 (Greater Victoria), the City, Provincial Rental Housing Corporation, or other registered owners from time to time of the lands described in subsection (c); and
  - (c) that applies to the lands known as 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, Victoria BC, legally described as:
    - PID: 018-007-503 Lot A, Section 53, Spring Ridge, Victoria City, Plan VIP55528
    - ii. PID: 005-002-443 Lot 4, Spring Ridge, Victoria City, Plan 205
    - iii. PID: 009-226-338 Lot 5, Spring Ridge, Victoria City, Plan 205
    - iv. PID: 009-226-290 Lot 6, Section 50, Spring Ridge, Victoria City, Plan 205
    - v. PID: 009-226-265 Lot 7, Spring Ridge, Victoria City, Plan 205
    - vi. PID: 009-226-231 Lot 8, Spring Ridge, Victoria City, Plan 205, except the northerly 56 feet thereof
    - vii. PID: 009-226-257 The Northerly 56 feet of Lot 8, Spring Ridge, Victoria City, Plan 205



viii. PID: 009-226-214 Lot 9, Spring Ridge, Victoria City, Plan 205 ix. PID: 017-710-545 Lot 18, Spring Ridge, Victoria City, Plan 205.

READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED on the	day of	2021

CITY CLERK MAYOR

#### HOUSING AGREEMENT

(Pursuant to section 483 of the Local Government Act)

BETWEEN:

#### THE CORPORATION OF THE CITY OF VICTORIA

1 Centennial Square Victoria, BC V8W 1P6

(the "City")

AND:

## THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

556 Boleskine Road, Victoria, BC V8Z 1É8 (the "Board")

THE CORPORATION OF THE CITY OF VICTORIA

1 Centennial Square, Victoria, BC V8W 1P6 (the "City")

#### PROVINCIAL RENTAL HOUSING CORPORATION, INC. NO. 52129

1701 - 4555 Kingsway, Burnaby, BC V5H 4V8 ("PRHC")

(the Board, the City and PRHC are herein collectively called the "Owners" and individually, an "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. Lands in the City of Victoria, British Columbia, with civic addresses of 1211 Gladstone Avenue, 1235 Caledonia Avenue, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1230 Grant Street Victoria, B.C. are legally and beneficially owned and legally described as follows:
  - 1) PRHC is registered owner of:
    - (a) PID: 005-002-443; LOT 4, SPRING RIDGE, VICTORIA CITY, PLAN 205;
  - 2) The Board is registered owner of:
    - (a) PID: 009-226-338; LOT 5, SPRING RIDGE, VICTORIA CITY, PLAN 205;
    - (b) PID: 018-007-503; LOT A, SECTION 53, SPRING RIDGE, VICTORIA CITY, PLAN VIP55528;
    - (c) PID: 009-226-214; LOT 9, SPRING RIDGE, VICTORIA CITY, PLAN 205;
    - (d) PID: 009-226-231; LOT 8, SPRING RIDGE, VICTORIA CITY, PLAN 205, EXCEPT THE NORTHERLY 56 FEET THEREOF;

- (e) PID: 009-226-257; THE NORTHERLY 56 FEET OF LOT 8, SPRING RIDGE, VICTORIA CITY, PLAN 205; and
- (f) PID: 009-226-265; LOT 7, SPRING RIDGE, VICTORIA CITY, PLAN 205; and
- 3) The City is registered owner of:
  - (a) PID: 009-226-290; LOT 6, SECTION 50, SPRING RIDGE, VICTORIA CITY, PLAN 205
  - (b) PID: 017-710-545; LOT 18, SPRING RIDGE, VICTORIA CITY, PLAN 205

(together referred to as the "Lands").

- D. The Owners have granted to the Capital Region Housing Corporation (CRHC) the right to apply to the City for an amendment to the City's Zoning Regulation Bylaw No. 80-159 in relation to the Lands.
- E. Subject to the fulfilment of certain conditions, including the adoption of a rezoning bylaw, PRHC and the City intend to transfer to the Board the Lands they own, and the Board intends to consolidate the Lands and lease the Lands (the "Lease") to CRHC, and CRHC intends to construct the Development on the Lands and operate the Dwelling Units as affordable or below-market rental residential rental units, as described herein.
- F. The City and the Owners 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 Owners that all Dwelling Units on the Lands will be used and held only as affordable or below-market rental 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:

"Affordable Rent" means a rent level that does not exceed 30% of the respective Median Household Income Limit for studio, one, two, or three bedroom Dwelling Units;

"Below-Market Rent" means a rent level higher than Affordable Rent but below Market Rent:

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

"Development" means the new multi-unit residential buildings to be constructed on the Lands consisting of approximately 158 residential units, as authorized and contemplated by the rezoning bylaw and all permits issued by the City in respect thereof;

"Director" means the City's Director of Sustainable Planning and Community Development or their authorized nominee;

"Dwelling Units" means any or all, as the context may require, of an anticipated 158 selfcontained residential dwelling units within the Development and includes any dwelling unit

that is developed on the Lands during the term of this Agreement, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands:

"Immediate Family" includes a person's spouse, partner, 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 tenant;

"Land Title Act" means the Land Title Act, R.S.B.C. 1996, c.250;

"Lands" means that certain parcel of land described in Recital C, and includes any parcel into which some or all of such land is consolidated or subdivided;

"Local Government Act" means the Local Government Act, R.S.B.C. 2015, c. 1;

"Market Rent" means the rent (as determined by a professional appraiser acceptable to the City in the City's sole and absolute discretion) that a willing tenant would pay to a willing landlord to rent the Dwelling Unit in question pursuant to a Tenancy Agreement, on the open market in Victoria, British Columbia, having regard to any utility or other services or amenities available to the tenant or provided by the Owner as landlord;

"Median Gross Annual Household Income" means the median gross annual household Income for renters in the City of Victoria, as reported in Statistics Canada's most recent census data, and in the event that Statistics Canada no longer reports median gross annual household income for renters in the City, the median total income of households in the City of Victoria as reported in Statistics Canada's most recent census data will be used instead:

"Median Household Income Limit" means the maximum annual collective household income for a Dwelling Unit, as determined by making the following calculations and rounding the result to the nearest ten:

- (a) for studio Dwelling Units, Median Gross Annual Household Income x 0.7925, which, for reference purposes only, equated to \$35,000 in 2015,
- (b) for one-bedroom Dwelling Units, Median Gross Annual Household Income x 0.9510, which, for reference purposes only, equated to \$42,000 in 2015,
- (c) for two-bedroom Dwelling Units, Median Gross Annual Household Income x 1.1774, which, for reference purposes only, equated to \$52,000 in 2015, and
- (d) for three and four-bedroom Dwelling Units, Median Gross Annual Household Income x 1.5850, which, for reference purposes only, equated to \$70,000 in 2015;

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

"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 10.3:

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

- (a) a corporation or society:
  - 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;

"Tenancy Agreement" means an agreement, lease, licence, or other right of a Nonowner to occupy a residential unit;

"Strata Plan" means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act*;

"Strata Property Act" means the Strata Property Act SBC 1998 c. 43;

"Subdivided Parcel" has the meaning ascribed to that term in section 5.2; and

"Term" means 60 years, beginning on the date the City issues a final occupancy permit for the Development.

#### 2.0 DWELLING UNITS TO BE RENTED AND USED ONLY AS RENTAL UNITS

2.1 Each Owner covenants and agrees that the Dwelling Units on any of the Lands owned by that Owner shall only be used as rental housing during the Term, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner who owns the respective parcel of Lands and the Non-owner who occupies the Dwelling Unit.

### 3.0 DWELLING UNITS TO BE RENTED AT AFFORDABLE OR BELOW-MARKET RENTAL RATES

3.1 Each Owner covenants and agrees during the Term, that the Dwelling Units on any of the Lands owned by that Owner shall only be rented at Affordable Rent levels or Below-Market Rent levels in accordance with this Agreement.

#### 4.0 NO RESTRICTIONS ON RENTALS

- **4.1** Each 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 on any of the Lands owned by that Owner from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- **4.2** Without limiting the generality of section 4.1, each Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of any of the Lands the

Owner owns or a building on those Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

#### 5.0 SUBDIVISION

- **5.1** Subdivision Generally. 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, and subject to section 5.2:
  - 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.
- 5.2 Release of Notice. For certainty, if the portion of the Lands containing the Development is subdivided and any of the parcels created as a result of such subdivision do not contain any of the Dwelling Units (the "Subdivided Parcel"), then the Owner or Owners of such Subdivided Parcel may apply to the City to release the Notice (as defined in section 7.1) from title to the Subdivided Parcel and the City agrees to execute and deliver a release of this Housing Agreement from title to the Subdivided Parcel, provided however that: (a) the City will have no obligation to execute any such release until a written request therefor from the owner or owners of the Subdivided Parcel has been received by the City, which request will include the form of release in registerable form; (b) the cost of preparation of such release and the cost of registration of same in the Land Title Office will be paid by the Owner or Owners requesting the release; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner or Owners for registration.

#### 6.0 REPORTING

- **6.1** Each Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, within thirty (30) days of the Director's written request, a report in writing confirming that:
  - (a) all Dwelling Units on any of the Lands owned by that Owner are being rented to Non-owners or are vacant.
  - (b) rent levels for the Dwelling Units on any of the Lands owned by that Owner are at Affordable Rent or Below-Market Rent levels; and
  - (c) all other requirements of this Agreement are being complied with by that Owner,

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

- **6.2** Each 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.
- 6.3 Appraised Market Rent. The Owners will determine, and inform the City of, the

appraised Market Rent for each Dwelling Unit on any of the Lands owned by that Owner:

- (a) prior to the City issuing a final occupancy permit for the Development; and
- (b) thereafter, at any other time that the City may reasonably request, provided that without reasonable cause, the City will not request an appraisal less than 12 months after the date of the last previous such appraisal.

#### 7.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

7.1 Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City at the cost of the Owners in accordance with section 483 of the Local Government Act.

#### 8.0 SUBLEASING AND ASSIGNMENT

8.1 An Owner will not consent to the assignment of an agreement relating to a Dwelling Unit or the subletting of a Dwelling Unit on any of the Lands owned by that Owner without the prior written consent of BC Housing if there is an operator agreement in force between BC Housing and the operator with respect to the Dwelling Unit to be assigned or subleased.

#### 9.0 LIABILITY

- 9.1 Each Owner agrees to indemnify and save 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 that Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 9.2 Each 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 that 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 GENERAL PROVISIONS

- 10.1 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),
  - (b) on the date of dispatch if delivered by email or fax before 5:00 pm on a regular Business Day, and otherwise on the next regular Business Day thereafter, 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 Sustainable Planning and

Community Development Fax: 250-361-0386 Email: khoese@victoria.ca

and in the case of the Board or PRHC, at their respective addresses first set out above, and in the case of CRHC, addressed to:

Capital Region Housing Corporation 631 Fisgard Street Victoria, BC V8W 1R7

Attention: Don Elliott, Senior Manager, Regional Housing

Fax: 250 361 4970 Email: delliott@crd.bc.ca

If an Owner identifies alternate contact information in writing to the City, then notice is to be given in accordance with that alternate information.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause, then the party sending notice must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

- 10.2 TIME. Time is of the essence of this Agreement.
- 10.3 BINDING EFFECT. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective 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 is binding on an 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.
- **10.4 WAIVER.** The waiver by a party of any failure on the part of another 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 EQUITABLE REMEDIES. Each 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.
- 10.9 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.
- **10.10 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.
- 10.11 AMENDMENT. This Agreement may be amended from time to time, by consent of the Owners and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and each Owner provided however, that each 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.
- **10.12** LAW APPLICABLE. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 10.13 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) relieve an Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 10.14 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.
- 10.15 JOINT AND SEVERAL. If a party to this Agreement consists of more than one person, then each such person will be jointly and severally liable to perform that party's obligations under this Agreement.
- 10.16 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.

**10.17 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.

#### **OWNERS:**

DISTRICT NO. 61 (GREATER VICTORIA) by its authorized signatories:

Print Name:

Print Name:

Date signed:

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

Mayor Lisa Helps

Curt Kingsley, City Clerk

Date signed:

THE BOARD OF EDUCATION OF SCHOOL

PROVINCIAL RENTAL HOUSING CORPORATION by its authorized signatory(ies):
Print Name:
Print Name:
Date signed:
CITY:
THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatory(ies):
Karen Hoese, Director of Sustainable Planning and Community Development
Date signed:

#### NO. 21-067

#### A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to close to traffic certain portions of two public highways known as Vining Street and North Park Street and remove the dedication of such highways.

In accordance with sections 40(3), 40(4) and 94 of the *Community Charter*, the Council of the Corporation of the City of Victoria may, by bylaw, close all or part of a highway that is vested in the municipality to some or all types of traffic and may remove the dedication of a highway that has been or is being closed.

#### **Contents**

- 1. Title
- 2. Highway closures
- 3. Removal of highway dedications
- 4. Effective date

Under its statutory powers, including sections 40(1)(a) and 40(2) of the *Community* Charter, the Council of the Corporation of the City of Victoria, enacts the following provisions:

#### **Title**

1. This Bylaw may be cited as the "Vining Street and North Park Street Road Closure and Dedication Removal Bylaw, 2021".

#### **Highway Closures**

- 2. The following portions of public highway marked "Closed Road" on the Reference Plans EPP88785 and EPP114517 prepared by Glen A. Quarmby BCLS, dated June 18, 2020, a reduced copy of which is attached hereto as Schedule "A", are closed to traffic:
  - a) the 278.1 square metre portion of public highway known as Vining Street;
  - b) the 556.0 square metre portion of public highway known as North Park Street; and
  - c) the 133.6 square metre portion of public highway know as North Park Street.

#### **Dedication Removal**

3. The highway dedication of those parts of Vining Street and North Park Street described in section 2 and shown in Schedule A is hereby cancelled and removed.

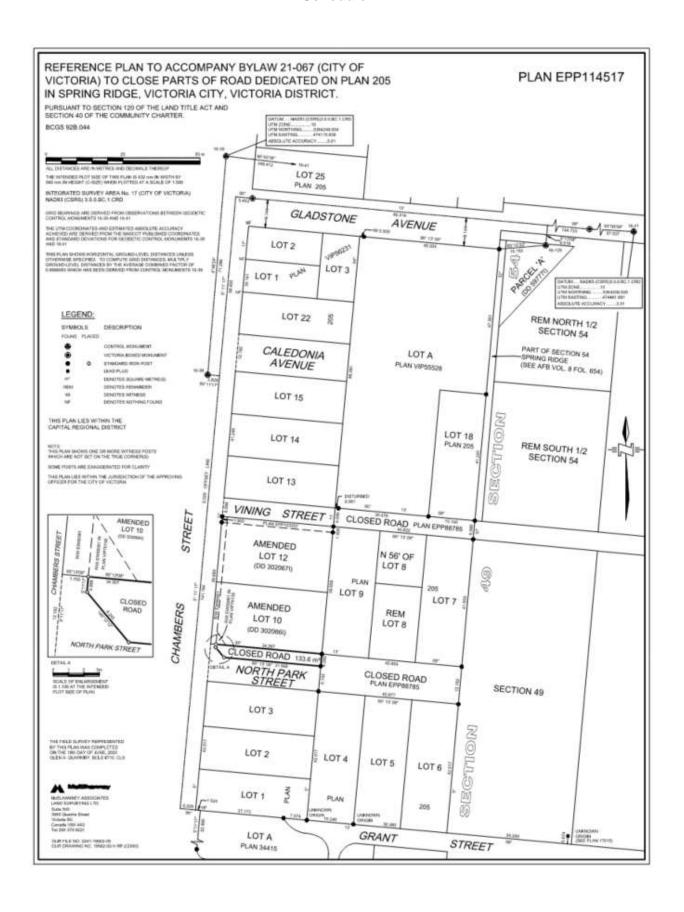
#### **Effective Date**

4. This Bylaw comes into force on adoption.

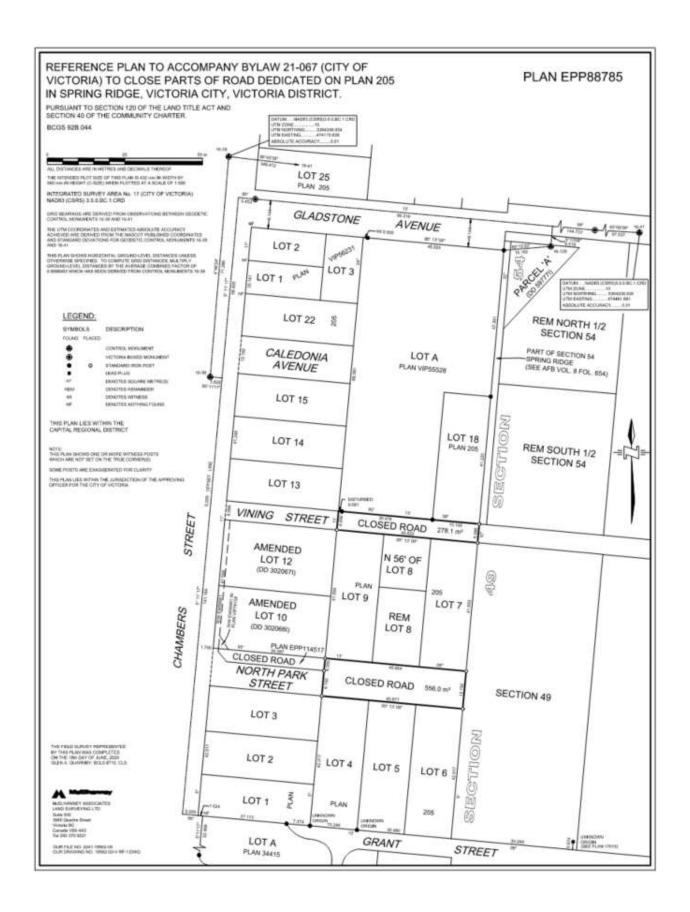
READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED the	day of	2021

CITY CLERK MAYOR

#### Schedule A



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#### NO. 21-079

#### A BYLAW OF THE CITY OF VICTORIA

To provide tax exemption for lands or improvements which qualify for a permissive exemption under section 224 of the *Community Charter*.

Section 224 of the *Community Charter* provides that a Council, by bylaw, may exempt from taxation imposed under section 197 of the *Community Charter* certain lands and improvements or both, for the period and subject to the conditions stated in the bylaw;

Council wishes to exempt from taxation certain lands and improvements that are owned, held, or operated for the uses or purposes identified in section 224 of the *Community Charter*;

Notice of this bylaw has been given in accordance with section 227 of the Community Charter.

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

- 1. This Bylaw may be cited as the "TAX EXEMPTION (PERMISSIVE) BYLAW, 2022."
- 2. Each parcel of land described in Columns B and D of the Schedule to this Bylaw and any improvements on such parcel shall be exempt from taxation under section 197(1) (a) of the Community Charter for the term specified in Column C, on the condition that such parcel is used, held, owned or occupied by the organization named in the corresponding row of Column A of the Schedule.

READ A FIRST TIME the	<b>7</b> <sup>th</sup>	day of	October	2021.
READ A SECOND TIME the	<b>7</b> <sup>th</sup>	day of	October	2021.
READ A THIRD TIME the	7 <sup>th</sup>	day of	October	2021.
ADOPTED on the		day of		2021.

CITY CLERK MAYOR

Column A	Column B	Column C	Column D
Owner/Occupier	Folio	Term	Legal Description
NON PROFIT EXEMPTIONS:			
Bialy Orzel Polish Association White Eagle	02125002	2022	LOT 39, BLOCK 6, SECTION 26, BECKLEY FARM, VICTORIA, PLAN
			1941, EXEMPTION APPLIES TO CLASS 8 ASSESSMENT ONLY
Eidsvold No.53 Sons of Norway	09648012	2022	LOT 58 BLOCK 4 PLAN 299 SECTION 4 VICTORIA
Eidsvold No.53 Sons of Norway	09648011	2022	LOT 59 BLOCK 4 PLAN 299 SECTION 4 VICTORIA, EXEMPTION NOT
			EXTENDED TO THE PORTION OF LAND AND IMPROVEMENTS
			OCCUPIED BY THE RESIDENTIAL DWELLING
Hungarian Society of Victoria	10719025	2022	LOT 8 SECTION 4 VICTORIA PLAN VIS2301 TOGETHER WITH AN
			INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE
			UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
			OR V, AS APPROPRIATE
Royal Canadian Legion, Trafalgar/Pro Patria Branch 292	10748002	2022	LOT 1 PLAN VIP57315 SECTION 5 VICTORIA, EXEMPTION APPLIES
			TO ENTIRE PROPERTY
Threshold Housing Society	02159009	2022	LOT 9, BECKLEY FARM, VICTORIA, PLAN 248
Victoria Edelweiss Club, German Canadian Cultural	02108019	2022	LOT A SECTION 28 VICTORIA PLAN VIP71 (DD E28488), BECKLEY
Society of Victoria			FARM, EXEMPTION APPLIES TO CLASS 8 ASSESSMENT ONLY
Victoria Italian Assistance Centre	13099014	2022	LOT 1 PLAN 45914 DISTRICT LOT 119 ESQUIMALT

#### **BUSINESS RECOVERY FROM PANDEMIC BYLAW AMENDMENT BYLAW (NO. 2)**

#### A BYLAW OF THE CITY OF VICTORIA

The purpose of this bylaw is to amend the Business Recovery from Pandemic Bylaw to extend the duration of that bylaw and impose time limits for new applications or applications for extensions and renewals.

Under its statutory powers, including sections 8(3), 35(11), 36, 38, and 154(1) of the *Community Charter* and sections 488-491 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 "Business Recovery from Pandemic Bylaw Amendment Bylaw (No. 2)".

#### Amendment

- 2 The Business Recovery from Pandemic Bylaw No. 20-072 is amended
  - (a) in section 3 by adding the following as a new subsection (3):
    - "(3) This Bylaw applies only if an application for
      - (a) a permit or authorization under this Bylaw is received by the City no later than October 31, 2021; and
      - (b) an extension or renewal of a permit or authorization issued under this Bylaw is received by the City no later than November 30, 2021.", and
  - (b) in section 13(2), by deleting "October 31, 2021" and replacing it with "June 1, 2022".

#### Commencement

3 This bylaw comes into force on adoption.

READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED on the	day of	2021

CITY CLERK

**MAYOR** 



# **Council Report**For the Meeting October 7, 2021

To: Council Date: September 14, 2021

From: Curt Kingsley, City Clerk

**Subject:** Short Term Rental Business License Appeal for 408 Superior Street

#### **RECOMMENDATION**

That Council receive this report for information and either uphold or overturn the License Inspector's denial of a business license for the short-term rental unit at 408 Superior Street.

#### **EXECUTIVE SUMMARY**

This report presents documents from the Appellants and the City's Licence Inspector for Council's consideration under the Short-term Business Licence Appeal Process Policy.

The Short-term Rental Regulation Bylaw establishes a short-term rental business licence and fee, eligibility for short-term rental business licence, the Licence Inspector's authority to refuse a licence, conditions for refusing a licence, operating requirements, offences, and penalties. The Bylaw is attached as Appendix A.

Each year short-term rental operators apply for a short-term rental business licence and a Licence Inspector determines whether to issue a licence or not. If an application is not compliant with the City's requirements for short-term rental units, a Licence Inspector may deny a business licence. In this instance, the Licence Inspector notifies the applicant of this decision and advises them how to seek Council's reconsideration as established under section 60(5) of the *Community Charter*. The City Clerk's Office coordinates the appeal process.

The Short-term Business Licence Appeal Process Policy contains for a process for the Appellants to seek an opportunity to be heard by Council for a denied business licence in accordance with the *Community Charter*, section 60(5). The Policy is attached as Appendix B. This policy establishes terms and conditions for reconsideration by Council, required documentation to submit as a part of the appeal process, next steps following Council's decision, and other matters.

The Policy establishes the following process:

- 1. An applicant may start an appeal by submitting a request to the City Clerk
- 2. The City Clerk replies to an Appellant to acknowledge the request
- 3. An Appellant makes a written submission (Appendix C)
- 4. The Licence Inspector makes a written submission in response to the Appellant (Appendix D)
- 5. An Appellant may also make a written submission in response to the Licence Inspectors reasons for denial of the License. (Appendix E)

- 6. Once this process is complete, the City Clerk's Office informs the Appellant and Licence Inspector of the date that Council will consider the appeal
- 7. The City Clerk's Office consolidates these documents and submits them to Council for Council to determine whether the License Inspector's denial of the License is upheld or overturned.

Council's role is to review this information and to either grant or deny an appeal. Denying an appeal means a Licence Inspector will not issue a short-term rental business licence. Granting an appeal means that the Licence Inspector will issue a short-term rental business licence as soon as practicable.

In this instance the operators at 408 Superior Street of a short-term rental unit was denied a license and has exercised the *Community Charter* right to have council reconsider the matter. The submissions of both the operator and the License Inspector are attached as appendices as noted above.

Respectfully submitted

Curt Kingsley City Clerk

#### Report accepted and recommended by the City Manager

#### **Attachments**

Appendix A: Short-Term Rental Regulation Bylaw

Appendix B: Short-term Rental Business Licence Appeal Process Policy

Appendix C: Appellant's Submission

Appendix D: Licence Inspector's Response to Appellant's Submission

Appendix E: Appellant's Response to the Licence Inspector

#### NO. 18-036

# SHORT-TERM RENTAL REGULATION BYLAW A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to provide for the regulation of short-term rentals including vacation rentals in operators' principal residences where permitted under the Zoning Regulation Bylaw No. 80-159 and where permitted pursuant to section 528 of the *Local Government Act*.

#### Contents

- 1 Title
- 2 Definitions
- 3 Licence Required
- 4 Power to Refuse a Licence
- 5 Licence Number to be Included in Advertising
- 6 Responsible Person
- 7 Offences
- 8 Penalties
- 9 Severability
- 10 Transition Provisions
- 11 Commencement

Pursuant to its statutory powers, including section 8(6) of the *Community Charter*, 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 "Short-Term Rental Regulation Bylaw".

#### **Definitions**

#### 2 In this Bylaw

"operator" means a person who rents out, or offers for rent, any premises for short-term rental but does not include a person who acts as an intermediary between the short-term renal tenant and the person who receives the rent;

"principal residence" means the usual place where an individual makes their home;

"responsible person" means a person designated by the operator as the primary contact under section 6.

"short-term rental" means the renting of a dwelling, or any part of it, for a period of less than 30 days and includes vacation rentals;

"strata corporation", "strata council", and "strata lot" have the same meaning as in the Strata Property Act.

#### Licence Required

- 3 (1) A person must not carry on business as a short-term rental operator unless the person holds a valid licence issued under the provisions of this Bylaw and the Business Licence Bylaw.
  - (2) A person applying for the issuance or renewal of a licence to operate a short-term rental must, in addition to meeting the requirements of the Business Licence Bylaw:
    - (a) make an application to the Licence Inspector on the form provided for that purpose;
    - (b) pay to the City the applicable licence fee prescribed under subsection (3);
    - (c) provide, in the form satisfactory to the Licence Inspector, evidence that:
      - (i) the person owns the premises where the short-term rental will be offered, or
      - (ii) the owner of the premises where the short-term rental will be offered has consented to their use as a short-term rental;
    - (d) if the premises where the short-term rental will be offered are located within a strata lot, provide a letter from the strata council confirming that provision of short-term rental does not contradict any bylaws of the strata corporation or applicable provisions of the Strata Property Act; and
    - (e) provide, in the form satisfactory to the Licence Inspector,
      - (i) evidence that the premises where the short-term rental will be offered are occupied by the operator as their principal residence; or
      - (ii) provide the name and contact information for the responsible person in relation to the short-term rental premises.
  - (3) The licence fee for purposes of subsection (2)(b) is:
    - (a) \$150 where the short-term rental is offered in the operator's principal residence; or
    - (b) \$1,500 for all short-term rentals that do not qualify under paragraph (a).

#### Power to Refuse a Licence

- The Licence Inspector may refuse to issue a licence for a short-term rental if, in the opinion of the Licence Inspector,
  - (a) the applicant has failed to comply with section 3; or
  - (b) the short-term rental operation would contravene a City bylaw or another enactment.

#### Licence Number to be Included in Advertising

A person may offer to rent premises for rent as a short-term rental only if a valid business licence number is included in any advertising, listing, or promotion material that is intended to communicate availability of the premises for short-term rental.

#### **Responsible Person**

- 6 (1) A person may only operate a short-term rental in premises other than their principal residence if they designated a responsible person who, at all times that the short-term rental is operated, has access to the premises and authority to make decisions in relation to the premises and the rental agreement.
  - (2) A person may only operate a short-term rental if they ensures that the name and contact information of the responsible person is prominently displayed in the short-term rental premises at all times when the short-term rental is operated.
  - (3) The operator may be the responsible person except when subsection (5) applies.
  - (4) The responsible person must be able to attend at the short-term rental premises within two hours of being requested to do so.
  - (5) If a person who operates a short-term rental in their principal residence is going to be away during the term of the short-term rental, they must designate a responsible person and comply with this section.

#### **Offences**

- 7 (1) A person commits an offence and is subject to the penalties imposed by this Bylaw, the Ticket Bylaw and the Offence Act if that person
  - (a) contravenes a provision of this Bylaw;
  - (b) consents to, allows, or permits an act or thing to be done contrary to this Bylaw; or
  - (c) neglects or refrains from doing anything required be a provision of this Bylaw.
  - (2) Each instance that a contravention of a provision of this Bylaw occurs and each day that a contravention continues shall constitute a separate offence.

#### **Penalties**

A person found guilty of an offence under this Bylaw is subject to a fine of not less than \$100.00 and not more than \$10,000.00 for every instance that an offence occurs or each day that it continues.

#### Severability

If any provision or part of this Bylaw is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, it shall be severed from the Bylaw and the balance of the Bylaw, or its application in any circumstances, shall not be affected and shall continue to be in full force and effect.

#### **Transition Provisions**

- 10 (1) In the calendar year that this bylaw is adopted only, the fee payable under section 3 shall be prorated by 1/12 for each month in that year prior to the adoption of this bylaw, including the month the bylaw is adopted.
  - (2) Any operator who, at the time of adoption of this bylaw, holds a valid licence for a short-term rental under the Business Licence Bylaw shall be credited with amount paid for that licence towards the fee payable under section 3.

#### Commencement

11 This bylaw comes into force on adoption.

READ A FIRST TIME the	<b>22</b> <sup>nd</sup>	day of	February	2018
READ A SECOND TIME the	<b>22</b> <sup>nd</sup>	day of	February	2018
READ A THIRD TIME the	<b>22</b> <sup>nd</sup>	day of	February	2018
ADOPTED on the	8 <sup>th</sup>	day of	March	2018

"CHRIS COATES"
CITY CLERK

"LISA HELPS" MAYOR



#### **COUNCIL POLICY**

No.1

Page 1 of 2

SUBJECT:	Short-Term Rental Business Licence Appeal Process Policy		
PREPARED BY:	Monika Fedyczkowska		
AUTHORIZED BY:	Council		
EFFECTIVE DATE:	April 23, 2020	REVISION DATE:	
REVIEW FREQUENCY:	Every 3 years		

#### A. PURPOSE

The purpose of the Short-Term Rental Business Licence Appeal Process Policy [the Policy] is to establish a process for applicants for short-term rental business licences to have Council reconsider a Licence Inspector's decision to reject their application in accordance with section 60 of the Community Charter.

#### B. **DEFINITIONS**

Appellant means "an applicant for a short term rental business licence who is appealing a decision by a Licence Inspector to Council"

City Clerk means "the City Clerk and delegates"

Council means "the Council of the City of Victoria"

Short-term Rental Business Licence means "a business licence established under the Short-term Rental Regulation Bylaw"

#### C. POLICY STATEMENTS

Under the Community Charter, section 60(5), if a municipal officer or employee exercises authority to grant, refuse, suspend, or cancel a business licence, the applicant or licence holder who is subject to the decision is entitled to have Council reconsider the matter.

Applicants must apply for a new short-term rental business licence each year.

#### D. PROCEDURES

#### 1. Appeal Procedure

- a. An Appellant may start an appeal by submitting a request for an appeal to the City Clerk within 30 days after receiving notice from a Licence Inspector of a decision to reject the short-term rental business licence.
- b. The City Clerk must reply to the Appellant to acknowledge the request for an appeal and explain the appeal process.
- c. An Appellant must make a written submission to the City Clerk within 14 days. A written submission may include:
  - i. Reasons that Council should grant the appeal to issue a short-term rental business licence
  - ii. Any supporting documents



## Council Policy ort-Term Rental Business Lice

Short-Term Rental Business Licence Appeal Page 2 of 2
Process Policy

- d. A Licence Inspector must submit a document to the City Clerk responding to the Appellant's written submission. The Licence Inspector's document must include:
  - i. Reasons for refusing to issue a short-term rental business licence
  - ii. Any supporting documents
- e. An Appellant must provide a written submission in response to a Licence Inspector's response to the City Clerk within 7 days
- f. A Licence Inspector must prepare a report for Council that includes:
  - i. Reference(s) to relevant City Bylaw provisions
  - ii. Direction to Council on what they should/should not consider, and
  - iii. The following documents:
    - 1. The Appellant's business licence application
    - 2. The letter from a Licence Inspector giving notice of refusal to issue a business licence
    - 3. The Appellant's request to the City Clerk to appeal the refusal
    - 4. The City Clerk's acknowledgment of the request
    - 5. The Appellant's written submission and any supporting documents
    - 6. The Licence Inspector's written response and any supporting documents
    - 7. The Appellant's written response to the Licence Inspector's response
- g. The City Clerk will inform the Appellant of the date that Council will consider the appeal.

#### 2. Council's Decision

- a. Council may grant or deny an appeal by a majority vote.
- Council will provide reasons for a decision, which may be accomplished by way of the rationale by Council members during deliberation preceding a vote if not included specifically in the motion of Council.
- c. If Council grants an appeal, a Licence Inspector must issue the relevant business licence as soon as practicable.
- d. If Council denies an appeal, an Appellant may not make a new business licence application for a business for 3 months, unless Council unanimously votes to allow an Appellant to apply for a short-term rental business licence sooner than 3 months.

#### E. REVISION HISTORY

JUL 1 3 2021
LEGISLATIVE SERVICES

#### Annalea Sordi & Garrett McClure

408 Superior St., Victoria, BC V8V 1T6 Phone: 250-588-5064 Email: annalea.sordi@gmail.com

## City Clerk, Legislative Services City of Victoria

1 Centennial Square, Victoria, BC V8W 1P6 Phone: 250-361-0726

#### Dear City Clerk, Legislative Services

RE: APPEALING Denial of Short-Term Rental License, 408 Superior St.

We are submitting a formal appeal to you, City Clerk, Legislative Services, and City Council to reconsider our application for a Short-Term Rental License for our home studio in 408 Superior St. We received the letter dated June 16, 2021 that our application was denied and are within the appeal timelines of 30 days.

We are local musicians who have set up our home studio to write, record, and produce music. We have a kitchen and bathroom for convenience to allow us to take needed breaks as we often work on music at all hours of the day, seven days a week. As you can imagine, the Covid-19 pandemic has put incredible stress on our livelihood as musicians. To ease the impacts, we would like to rent our home studio on weekends in hopes of supplementing our dwindling income, which has been significantly impacted by Covid-19. We were greatly distressed, disappointed, and disheartened when we received word that our application for a Short-Term Rental License was denied. By denying our license, our ability to remain self-sufficient and expand our income streams has been denied as well.

While we recognize the need to ensure adequate long-term rental housing stock for locals in Victoria, our home studio does not fall into this category. As local musicians and grateful home owners, its key purpose is to provide a home-based studio for our music that we work on seven days a week. With the pandemic hitting us particularly hard, we have relented to needing another revenue stream – using our home studio as a Short-Term Rental on weekends. We sincerely hope that you will grant us this license so we may continue to work creatively, live sustainably, and contribute positively to diversify our local community as artists on the unceded traditional territories of the Lekwungen peoples, known today as the Esquimalt and Songhees nations.

Respectfully submitted,

Annalea Sordi & Garrett McClure (she/her, settler of Asian descent); (he/him, white settler) Home Owners 408 Superior St. 7/8/2021

#### Annalea Sordi & Garrett McClure

408 Superior St., Victoria, BC V8V 1T6 Phone: 250-588-5064

Email: annalea.sordi@gmail.com

# Legislative Services City of Victoria

1 Centennial Square, Victoria, BC V8W 1P6 Phone: 250-361-0726

Email: legislativeservices@victoria.ca

### Dear Legislative Services,

#### RE: APPEALING Denial of Short-Term Rental License, 408 Superior St.

We are submitting a formal appeal to you, Legislative Services, and City Council to reconsider our application for a Short-Term Rental License for our **home studio in 408 Superior St**. We first received the letter dated June 16, 2021 that our application was denied. Then, we received an email dated July 15, 2021 acknowledging receipt of our appeal request with an invitation to make a written appeal in the form of reasons and supporting documentation. Please find the written appeal and supporting images below.

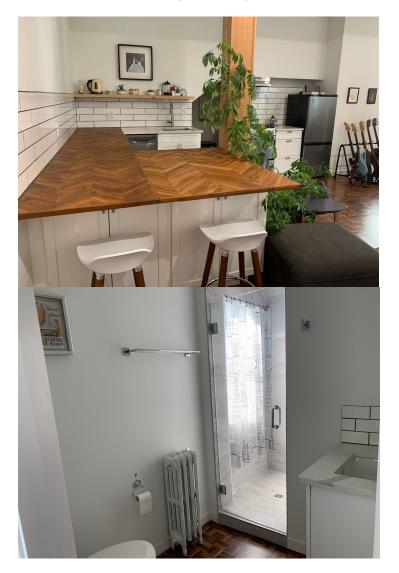
#### **RATIONALE**

We were greatly distressed, disappointed, and disheartened when we received word that our application submitted April 28, 2021 for a Short-Term Rental License was denied. By denying our license, our ability to remain self-sufficient and expand our income streams has been denied as well.

We are local musicians who have set up our home studio to write, record, and produce music.



We have a **kitchen and bathroom** for convenience to allow us **to take needed breaks** as we often work on music at **all hours of the day, seven days a week**.



As you can imagine, the Covid-19 pandemic has put incredible stress on our livelihood as musicians. To ease the financial impacts, we would like to rent our home studio on weekends in hopes of supplementing our dwindling income, which has been significantly impacted by Covid-19.

If granted a Short-Term Rental License and if we received bookings, we would put all musical equipment into storage temporarily and set up the bed to accommodate 1-2 guests maximum. The cabinet folds out into a comfortable queen-sized murphy bed (see image on p. 3).

.....



### **Key Notes:**

- We would be grateful if we could even **rent our home studio four (4) times per year as allowed for owner-occupied spaces.**
- If there is issue with the kitchen range, we can easily remove this appliance from the studio.



While we recognize the need to ensure adequate long-term rental housing stock for locals in Victoria, our home studio does not fall into this category. As local musicians and grateful home owners, its key purpose is to provide a home-based studio for our music that we work on seven days a week. We have invested extensively in our music studio which is fully equipped with instruments and recording gear (see images on p. 4).

.....





With the pandemic hitting us particularly hard, we have relented to needing another revenue stream – using our home studio as a Short-Term Rental on weekends (or even limited to just four times per year; either option would help our financial situation immensely).

We sincerely hope that you will grant us this license so we may continue to work creatively, live sustainably, and contribute positively to diversify our local community as artists on the unceded traditional territories of the Lekwungen peoples, known today as the Esquimalt and Songhees nations.

Respectfully submitted,

#### Annalea Sordi & Garrett McClure

(she/her, settler of Asian descent); (he/him, white settler) Home Owners 408 Superior St. 7/20/2021

Page 4 of 4

#### Business Licence (Short-term Rental) Appeal re 408 Superior St

#### **Submission of the Licence Inspector**

#### I. Introduction

- This is an appeal from the decision of the Licence Inspector to refuse to issue a business licence to Garrett McClure and Annalea Sordi for the operation of a short-term rental at 408 Superior Street.
- 2. The business licence was denied pursuant to section 4(b) of the *Short-term Rental Regulation Bylaw*, which states:
  - 4. The Licence Inspector may refuse to issue a licence for a short-term rental if, in the opinion of the Licence Inspector,

(b) the short-term rental operation would contravene a City bylaw or another enactment.

- 5. The appeal is brought pursuant to section 60(5) of the *Community Charter*, which requires that an applicant for a business licence has the right to have a staff decision to refuse such licence reconsidered by Council.
- 6. On a reconsideration such as this, Council can apply its own judgment and may either uphold the decision to refuse the licence or grant the licence.

#### II. Facts

- 7. The appellants own and reside at the property at 408 Superior Street. The property is zoned R-2 (Two Family Dwelling District). Short-term rentals are not a permitted use under this zone.
- 8. The property contains a single-family home with a lower-level studio suite. The application for a short-term rental business licence was for the lower-level studio suite, which the appellants also use as their work studio. The appellants reside in the self-contained dwelling unit above the lower-level studio suite.
- 9. The lower-level studio suite consists of a living/dining room with a full kitchen, and a three-piece bathroom (no tub). It has a separate entrance from outside into the front hall. The upper-level unit has its own entrance directly from outside. There is an inside connection between the upper-level suite and the front hall that locks on the owner's side (cannot be accessed by STR guests). [See attached photos 4&5]
- 10. The lower-level studio suite contains its own kitchen facilities, with gas range stove, oven, dishwasher, fridge, kitchen sink, and counters and cabinets. [See attached photos 7&8]

- 11. The appellants have rented the upper-level unit as a short-term rental since at least September 2018. Between 2018 and 2021, the appellants have accepted 5 short-term rental bookings, with stays as short as 2 days. [See attached listing]
- 12. The appellants have never applied for a business licence for the use of their principal dwelling unit (the upper-level suite, as shown in the attached Airbnb Listing). A business licence application could be approved for this unit as it is their principal dwelling unit, but the application and appeal are pertaining to the lower-level studio suite exclusively.
- 13. On May 3<sup>rd</sup> 2021, the appellants applied for a business licence to operate a short-term rental at 408 Superior St, for the lower-level studio suite.
- 14. On May 11<sup>th</sup> 2021, a bylaw officer completed an inspection of the premises, which revealed that the lower-level studio suite is, in fact, a self-contained dwelling unit, and is not part of the appellant's principal residence. [See attached photos]
- 15. On May 31<sup>st</sup> 2021, the Short-Term Rental Coordinator advised the appellants that their application could be approved for the use of their principal dwelling unit, the upper-level suite, but that the lower-level studio suite would be refused. The appellants did not wish to move forward with the business licence for which they were eligible.
- 16. On June 16<sup>th</sup> 2021, the business licence inspector advised the appellants that their application for a short-term rental licence has been refused because short-term rental of a self-contained dwelling did not comply with applicable zoning.

#### III. Relevant Regulations

17. The City regulates short-term rentals through the *Short-term Rental Regulation Bylaw* and through provisions of the zoning bylaws. In relation to the property, the relevant zoning bylaw is the *Zoning Regulation Bylaw*, which states, in part:

17 ...

- (4) Without limiting the generality of subsection (1), short-term rentals, whether as a principal or accessory use, are prohibited in all zones except
  - (a) where they are expressly permitted subject to regulation applicable in those zones;
  - (b) rental of no more than two bedrooms in a self-contained dwelling unit, as home occupation, provided that:

(i) the self-contained dwelling unit is occupied by the operator of the short-term rental; and

(ii) short-term rental complies with all regulations in Schedule D as if it were a transient accommodation.

18. A self-contained dwelling unit is defined in the *Zoning Regulation Bylaw* as "a suite of rooms in a building designed for occupancy of one family which has a separate entrance, and kitchen and bathroom facilities."

#### IV. Argument

19. Although the appellants reside in the house at 408 Superior Street, the premises that are rented as a short-term rental, the lower-level studio suite, are not part of their principal residence, because the lower-level studio suite is an independent self-contained dwelling unit.

20. It is clear that the lower-level studio suite at 408 Superior Street is a self-contained dwelling unit: it has its own entrance, its own full kitchen, and full bathroom — it meets all the requirements of the definition of "self-contained dwelling unit" in the *Zoning Regulation Bylaw*.

21. For all these reasons, the Licence Inspector submits that the appellant's application for a short-term rental business licence had to be refused as it contravened the *Zoning Regulation Bylaw*.

22. One of the objectives of the City's regulations of the short-term rentals was to address the problem of self-contained dwelling units being diverted from the housing market to a vacation rental market. This is the rationale behind the provisions of the zoning bylaw which limit short-term rentals to bedrooms within self-contained units rather than entire self-contained units.

23. Therefore, the Licence Inspector submits that this appeal should be dismissed and the decision to refuse a short-term rental business licence for 408 Superior Street upheld.

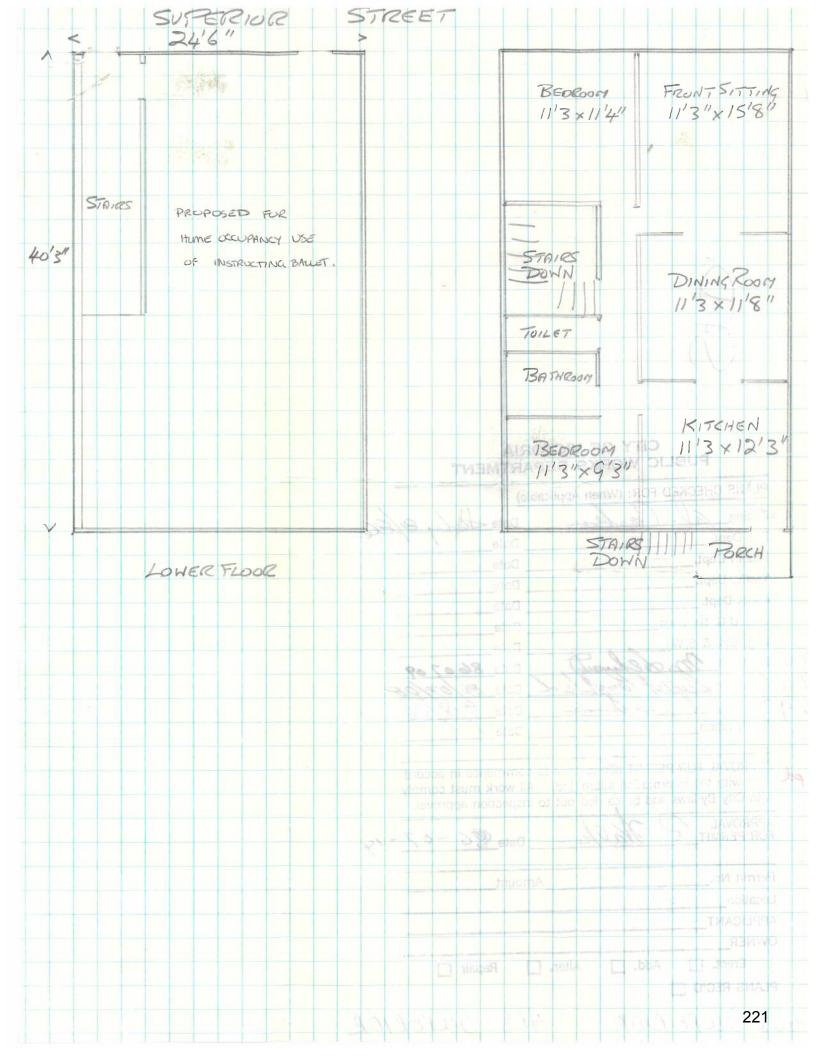
#### **ALL OF WHICH IS RESPECTFULLY SUBMITTED**

Dated: September 2<sup>nd</sup>, 2021

Shannon Perkins, Manager of Bylaw Services

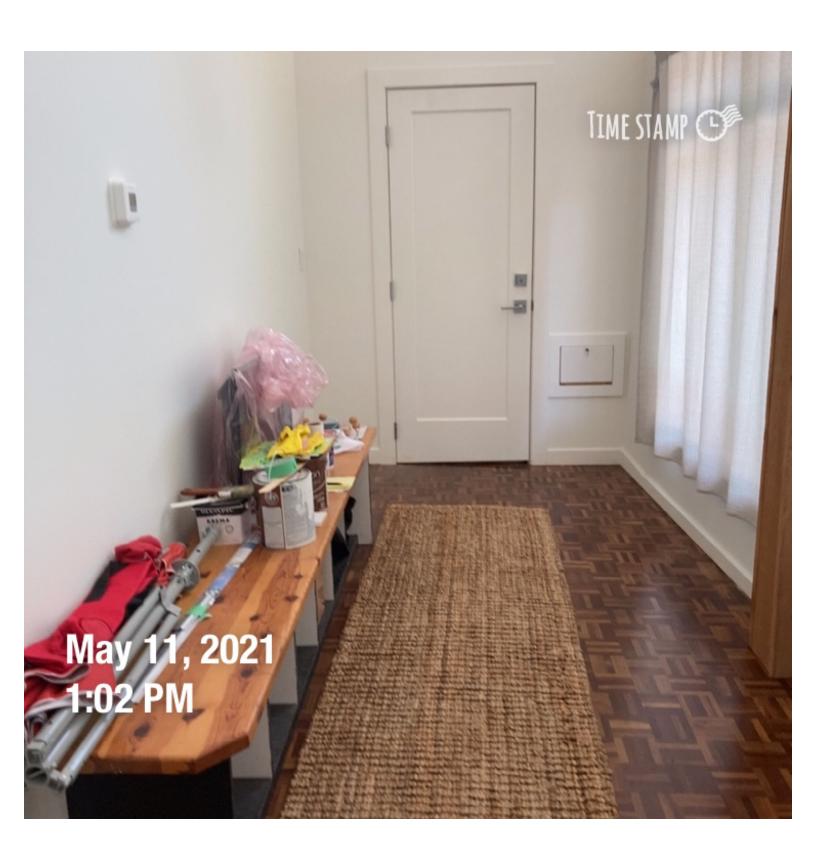
#### Attached Images:

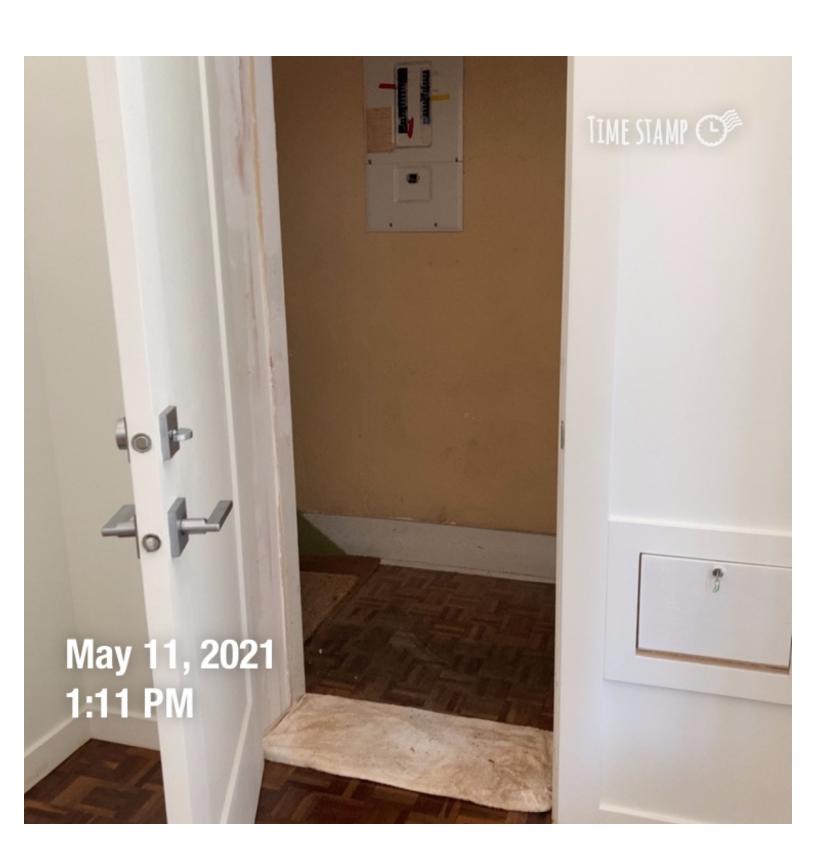
- 1. Official building plan on record with the City of Victoria (dated July 8, 1986)
- 2. East entrance to upper-level suite (top left opening on lower floor plan)
- 3. West entrance to front hall to lower-level studio suite (top right opening on lower floor plan)
- 4. Front hall looking to entrance to upper-level suite (hall not shown on plan)
- 5. Front hall door to upper-level suite (side opening to stairs on lower floor plan)
- 6. Front hall door to lower-level studio suite (not shown on plan)
- 7. Lower-level studio suite kitchen, with gas range (not shown on plan)
- 8. Lower-level studio suite kitchen (not shown on plan)
- 9. Lower-level studio suite bathroom (not shown on plan)
- 10. Lower-level studio suite bathroom (not shown on plan)
- 11. Lower-level studio suite bathroom shower (not shown on plan)
- 12. Lower-level studio suite murphy bed (not shown on plan)
- 13. Lower-level studio suite living room (not shown on plan)
- 14. Lower-level studio suite storage intended for personal possessions when unit would be rented (not shown on plan)
- 15. Staircase to upper-level suite (shown on plan)
- 16. Upper-level suite dining room (shown on plan)
- 17. Upper-level suite, entrance to kitchen from dining room (shown on plan)
- 18. Upper-level suite kitchen (shown on plan)
- 19. Upper-level suite kitchen (shown on plan)
- 20. Upper-level suite front sitting room (shown on plan)
- 21. Upper-level suite living room (shown on plan as bedroom 11'3 x 11' 4")
- 22. Upper-level suite bedroom (shown on plan next to kitchen)
- 23. Upper-level suite bathroom (shown on plan)
- 24. Upper-level suite bathroom (shown on plan)

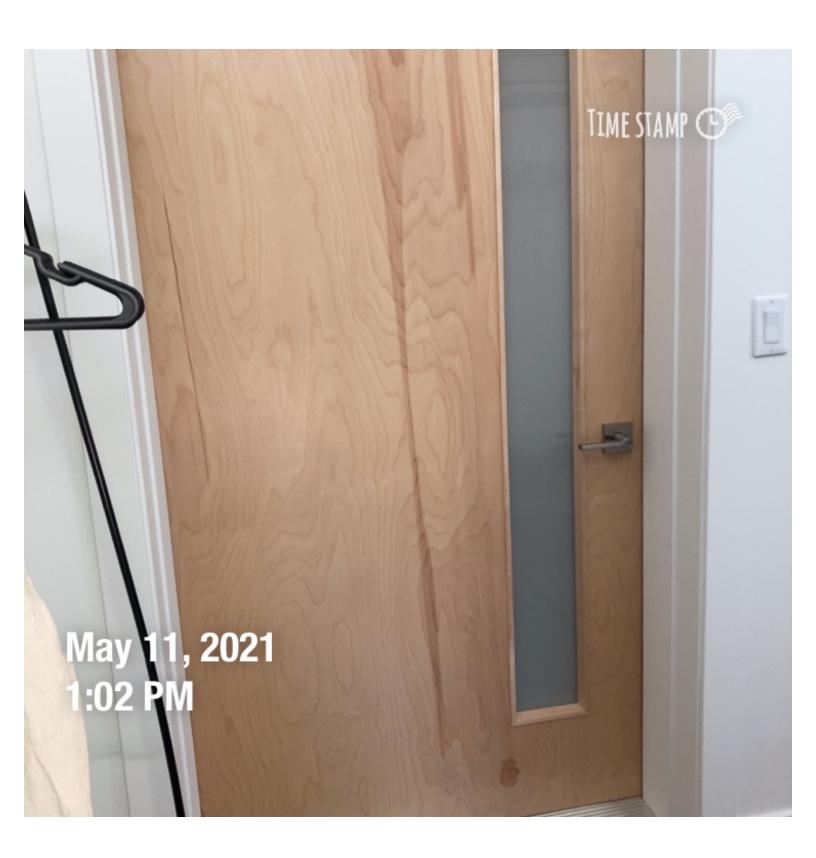


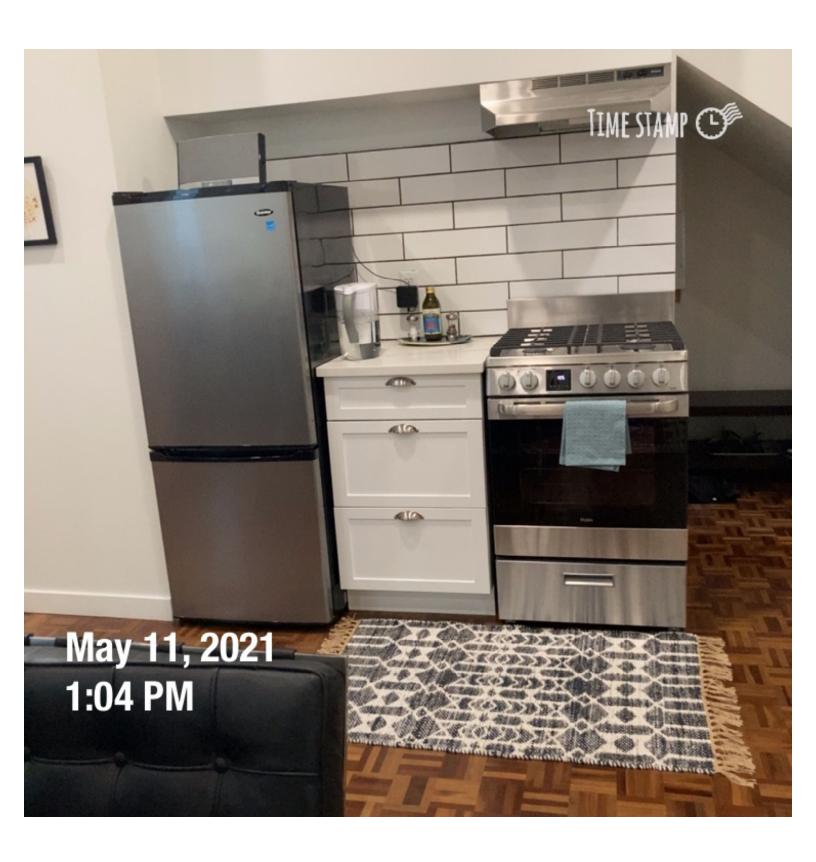


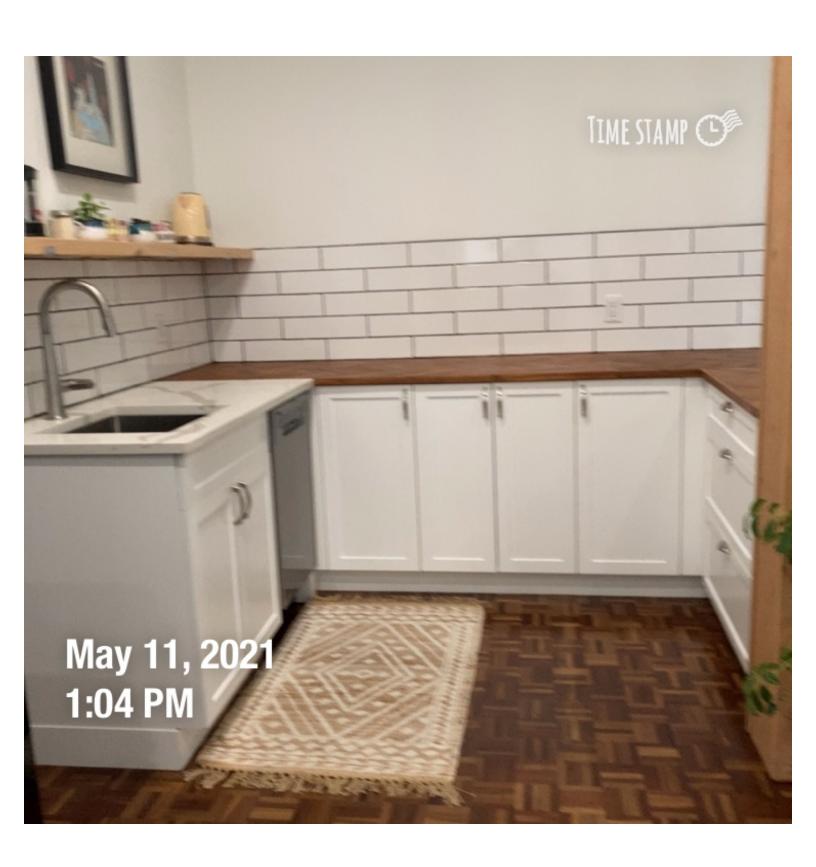


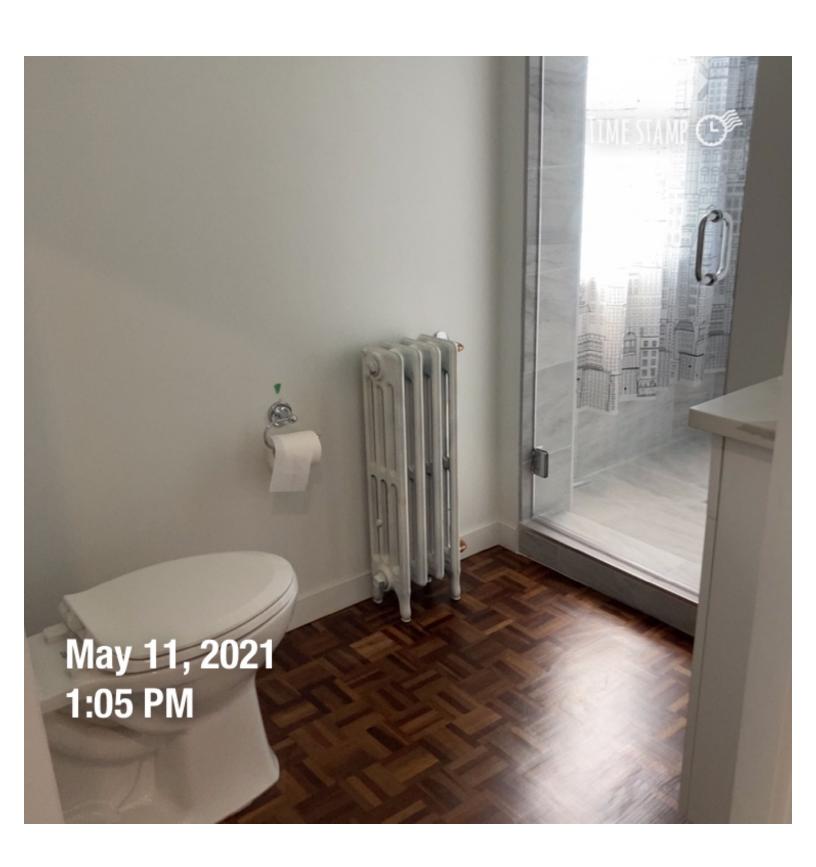


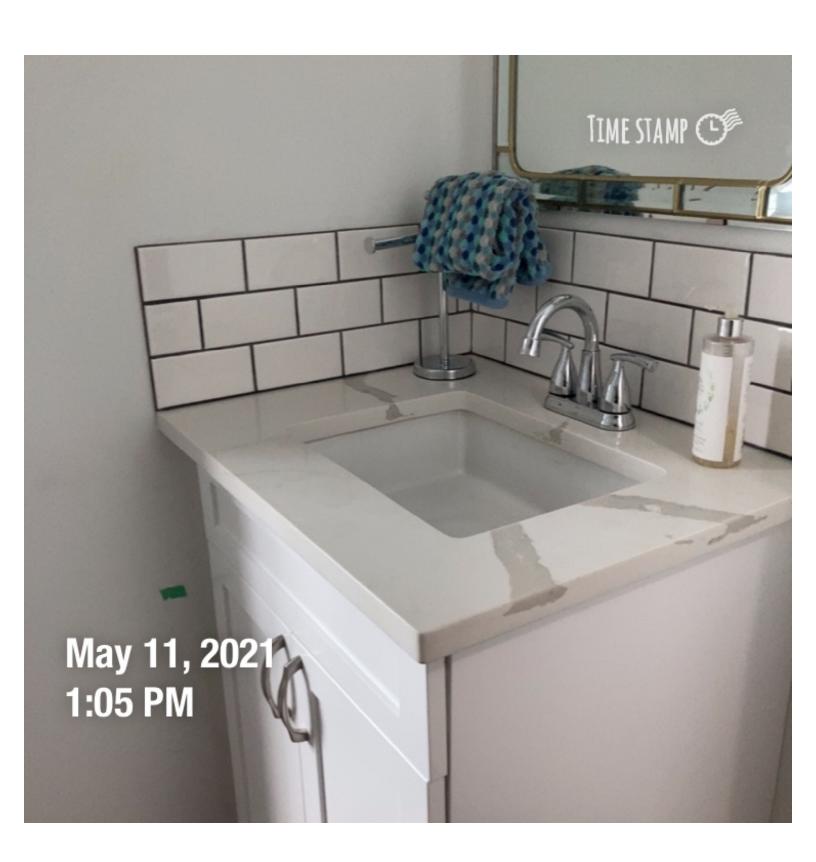


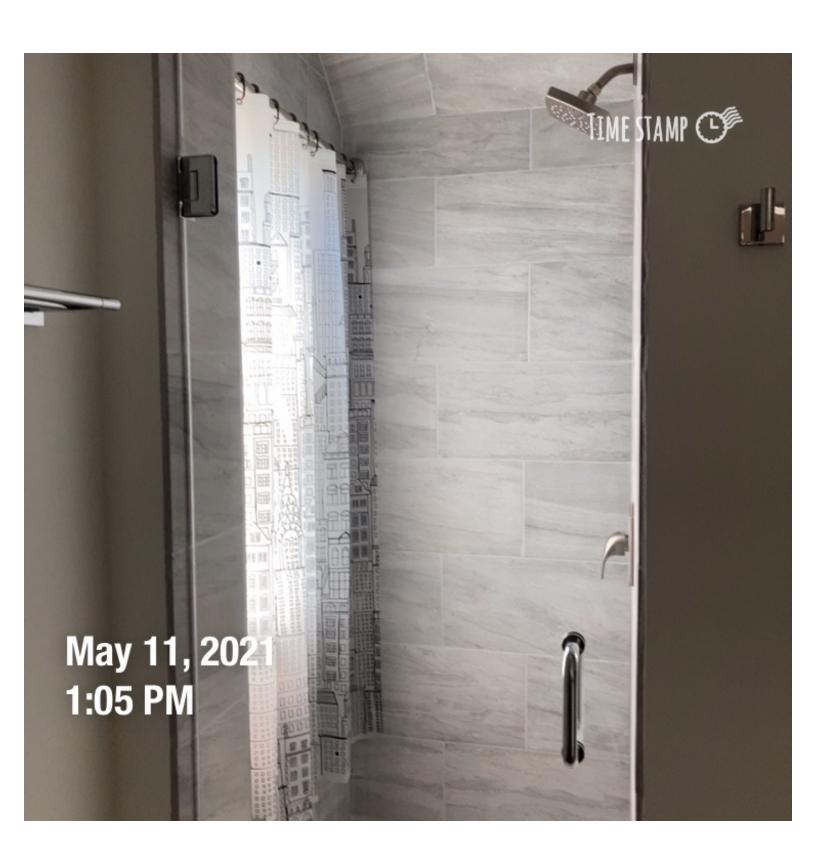


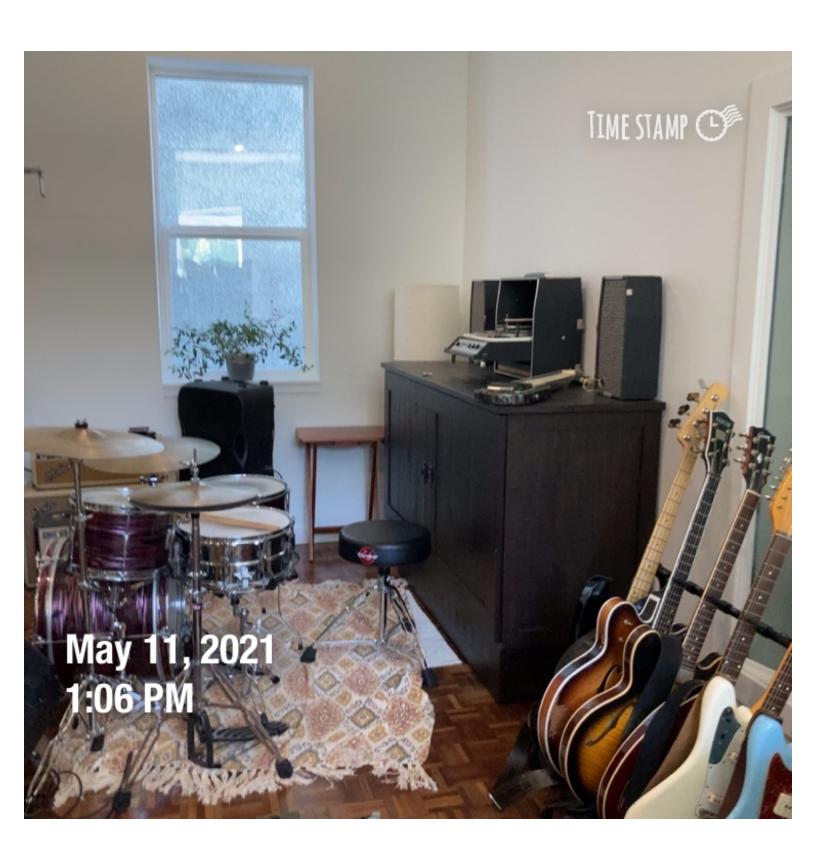


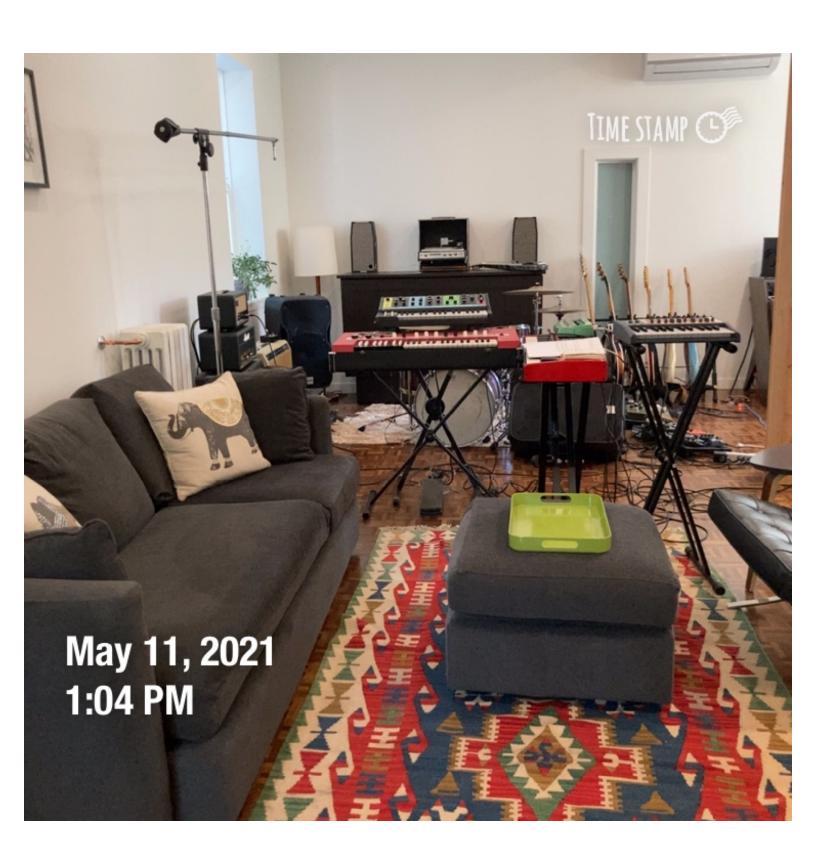




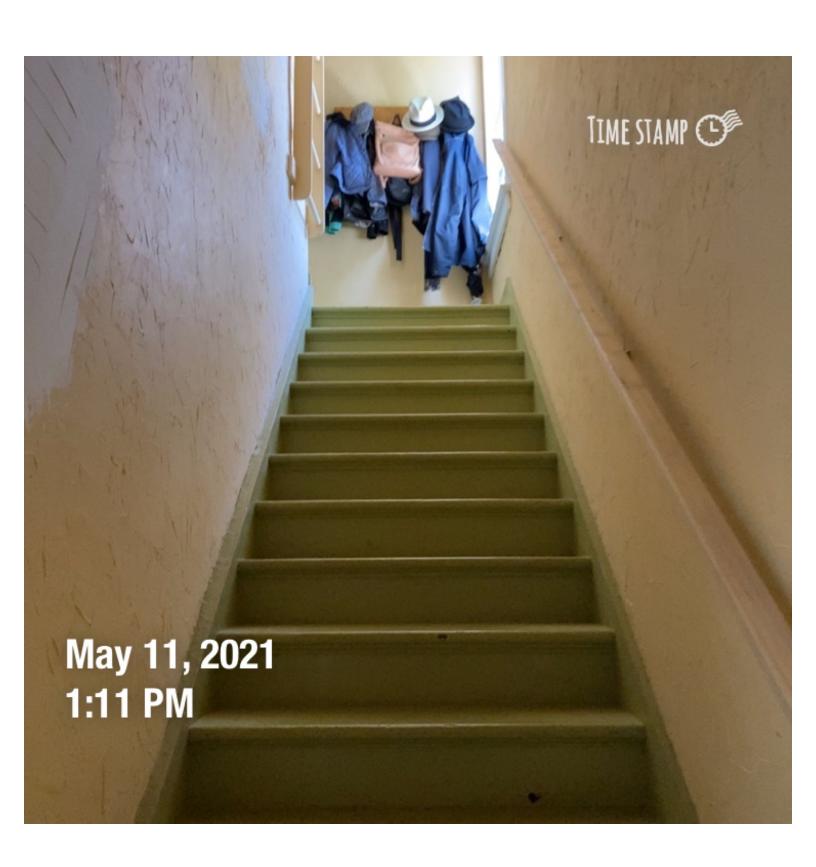


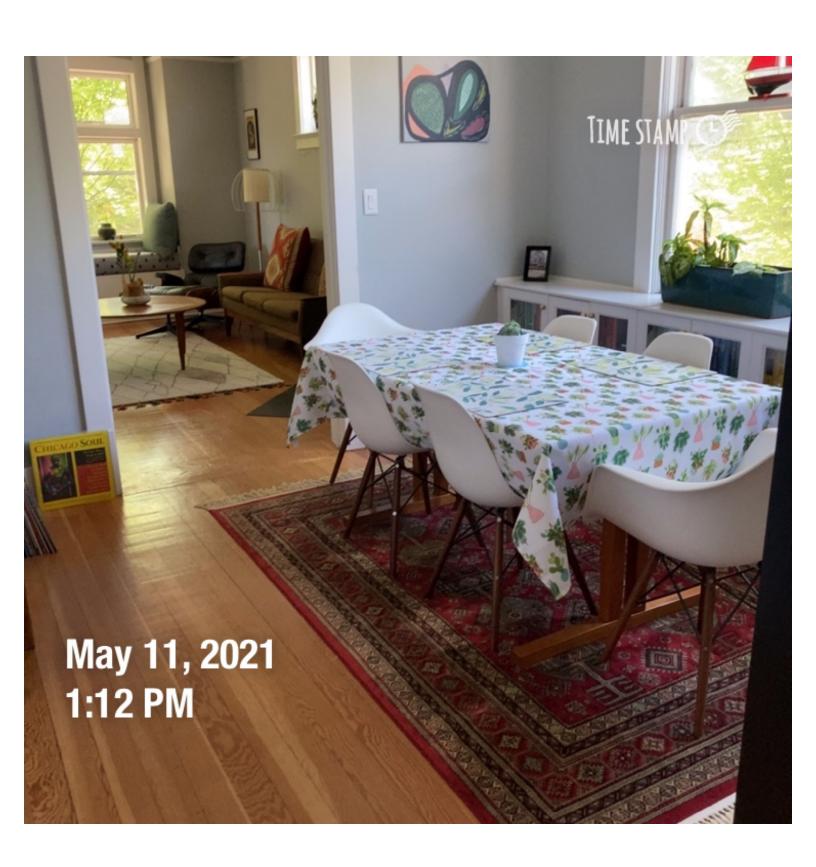






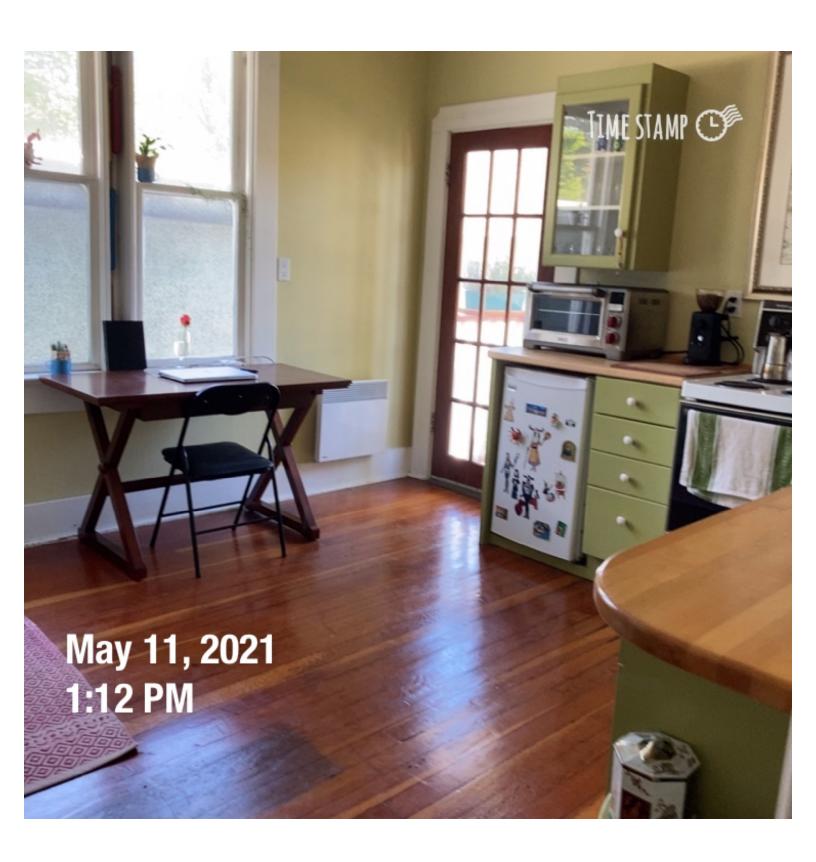


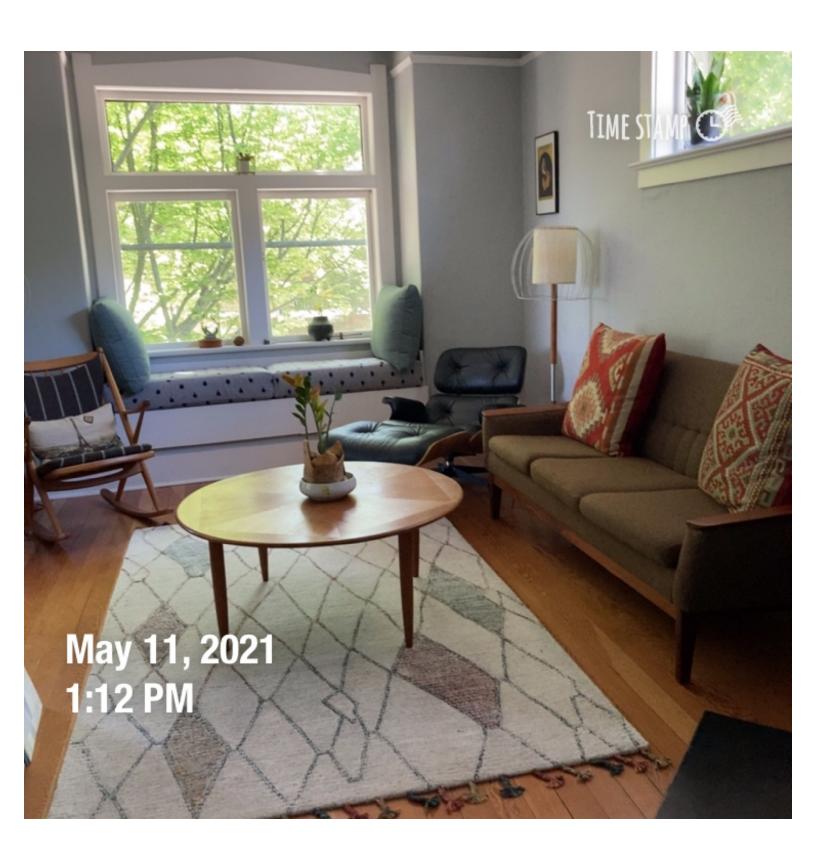
















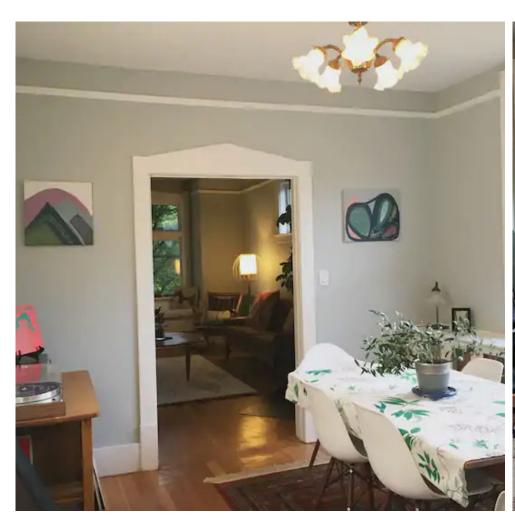




## James Bay Gem by Victoria's downtown harbour

★ 4.80 (5 reviews) · <u>Victoria, British Columbia, Canada</u>

♥ Save







## Entire house hosted by Garrett

 $2 guests \cdot 1 bedroom \cdot 1 bed \cdot 1 bath$ 





#### **Entire home**

You'll have the house to yourself.



### **Enhanced Clean**

This host committed to Airbnb's 5-step enhanced cleaning process. Learn more



### **Experienced host**

Garrett has 23 reviews for other places.

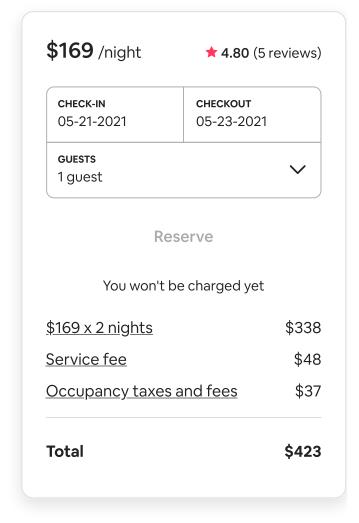


#### House rules

This place isn't suitable for children under 12 and the host doesn't allow pets, parties, or smoking. <u>Get details</u>

This character house Gem is the perfect home-away-from-home for travellers who enjoy being central, walkable to the sites & downtown. James Bay is vibrant with fab coffee shops & restaurants, pubs, markets, a library, yoga studio & -- best of all -- is surrounded by the Pacific Ocean. Walk downtown, by the seaside & thru Beacon Hill Park to experience the best of Victoria where the flowers are in bloom nearly year-round! This Gem is for lovers of midcentury modern & plants. \*Note: no freezer\*

## Show more >



Report this listing

## Sleeping arrangements



Bedroom 1

1 double bed

## **Amenities**

Kitchen	494
Wifi	6
TV	
Dedicated workspace	
Washer	0
Hangers	2
Dryer	<b>(S)</b>
Essentials	
Hair dryer	9
Heating	

Show all 40 amenities

## 2 nights in Victoria

May 21, 2021 - May 23, 2021

	April 2021						May 2021					
Su	Мо	Tυ	We	Th	Fr	Sa	Su	Мо	Tυ	We	Th	Fr
				1	2	3						
4	5	6	7	8	9	<del>10</del>	2	3	4	5	6	7
11	<del>12</del>	<del>13</del>	14	<del>15</del>	<del>16</del>	<del>17</del>	9	<del>10</del>	11	<del>12</del>	13	<del>14</del>
<del>18</del>	<del>19</del>	<del>20</del>	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>	<del>16</del>	<del>17</del>	<del>18</del>	<del>19</del>	<del>20</del>	21
<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>		23	24	25	26	27	28
							30	31				

<u>Clear c</u>

Cleanliness	5.0
Accuracy	5.0
Communication	5.0
Location	5.0
Check-in	5.0
Value	5.0



**Karen** September 2020

This is truly a gem in James Bay! Close and comfy. Gorgeous clean relaxing home away from home. The space is really lovely for relaxing. I'd love to stay here again!



**Julia** September 2020

Beautiful character home within walking distance to everything! House has an interesting history. Easy check in and lovely hosts who are looking to help with anything you need! Thanks again Garrett and Annie!



**Tori** October 2018

Awesome location, spotlessly clean, everything you need in the kitchen. I had a wonderful stay here!

# Meaghan



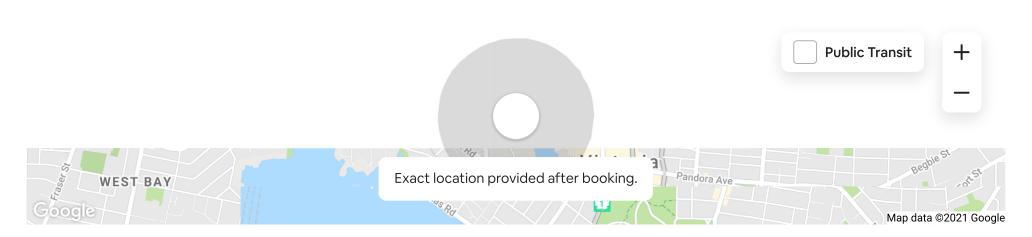
My husband and I had a lovely stay at Garrett's home. Although he was out of the country when we arrived, he was sure to arrange someone to meet us and was still very attentive ensuring that we were all settled in and had everything we needed. The location was excellent. Walking distance to many great restaurants and coffee shops as well as downtown shopping.



**Caity** October 2019 · Weekend trip

Very cute and unique home! Great location, everything is within walking distance.

# Location



## Victoria, British Columbia, Canada

James Bay is right downtown & includes Victoria's picturesque Inner Harbour, Fisherman's Wharf, Otter Point breakwater, Holland Point & Beacon Hill Park.

The area is absolutely full of amenities, most of which you'll find on Menzies St.

- 3 grocery stores (Red Barn, Thrifty Foods, For Good Measure)
- Great restaurants (Sushi Matsuri, Nourish, Heron Rock Bistro, Floyd's Diner, Il Covo)
- The Bent Mast Pub
- Coffee shops (Discovery, Imagine Studio Cafe, Good Earth)
- Liquor stores (BCLS, Spinnaker's)
- A Farmer & Artists Market on the corner of Superior St & Menzies St (May-Oct).
- A brand new library
- Bank of Montreal
- Pharmacies (Pure, Pharmasave)
- Yoga & martial arts studios.

## Walk 5 minutes to Fisherman's Wharf to:

- Admire the colourful float homes & harbour seals.
- Grab a bite to eat (Imagine Studio Cafe, Pirate Pizza, Finest at Sea, Barb's Fish 'n Chips, Smoke & Anchor, Jackson's Ice Cream).
- Join a whale watching or kayaking tour, if that's more your speed.

### For the nature lovers:

- Stroll through Holland Point & Beacon Hill Park.
- Walk down Oswego St to the Ogden Point breakwater.
- The pathways & beaches along Dallas Road are beautiful -- the perfect place to have a picnic, dip your toes in the ocean & watch the sunrise/sunset. You'll likely spot some animals (seals, otters, sea lions, heron, Canada geese, ducks), & bald eagles & orca if you're really lucky.

## More about the location

# **Hosted by Garrett**

Joined in August 2011



- ★ 28 Reviews
- Identity verified

I'm a friendly, married Canadian from Victoria, BC. I work as a behavioural therapist with kids. I play music and enjoy traveling, sailing, cycling and eating good food.

# **During your stay**

We'll be away during your stay, but Garrett's sweet mum Danya or our friend Viny will meet you with the key. We'll be available to answer any questions you have about the house or Victoria. Just send a message through the Airbnb app.

Language: English

Response rate: 100%

Response time: within an hour

## **Contact host**

To protect your payment, never transfer money or communicate outside of the Airbnb website or app.



# Things to know

## House rules

Check-in: Flexible

- Checkout: 11:00 a.m.
- Not suitable for children and infants
- No smoking
- No pets
- No parties or events

# Show all >

# Health & safety

- **★** Committed to Airbnb's enhanced cleaning process. **Learn more**
- Airbnb's social-distancing and other COVID-19-related guidelines apply
- Carbon monoxide alarm
- Smoke alarm
- Security Deposit if you damage the home, you may be charged up to \$200

## Show all >

# **Cancellation policy**

Free cancellation until 3:00 PM on May 16

After that, cancel before 3:00 PM on May 21 and get a 50% refund, minus the first night and service fee.

## More details >

# Explore other options in and around Victoria

More places to stay in Victoria:

Apartments  $\cdot$  Bed and breakfasts  $\cdot$  Lofts  $\cdot$  Villas  $\cdot$  Condominiums

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Richmond Squamish

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Vancouver Island Portland

Vancouver Whistler

Seattle Kelowna

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Founders' Letter

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Host your home

Host an Online Experience

Host an Experience

Responsible hosting

Resource Centre

Community Centre

## **SUPPORT**

Our COVID-19 Response

Help Centre

Cancellation options

Neighbourhood Support

Trust & Safety

# ⊕ English (CA) \$ CAD

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#### Annalea Sordi & Garrett McClure

408 Superior St., Victoria, BC V8V 1T6 Phone: 250-588-5064

Email: annalea.sordi@gmail.com

# Legislative Services City of Victoria

1 Centennial Square, Victoria, BC V8W 1P6 Phone: 250-361-0726

Email: legislativeservices@victoria.ca

## Dear Legislative Services and City Council,

RE: FINAL APPEAL Denial of Short-Term Rental License, 408 Superior St.

#### I. INTRODUCTION

We are submitting a formal final appeal to you, Legislative Services and City Council, to reconsider our application for a Short-Term Rental License for our home studio in 408 Superior St. We first received the letter dated June 16, 2021 that our application was denied. Then, we received an email dated July 15, 2021 acknowledging receipt of our appeal request with an invitation to make a written appeal in the form of reasons and supporting documentation, which we submitted via email on July 20, 2021. This letter is our final appeal. Please find the written appeal and supporting images below. This written appeal provides counter arguments to the Submission of the License Inspector that we received via email on September 3, 2021.

As you can imagine, the Covid-19 pandemic has put incredible stress on our livelihood as musicians. To ease the financial impacts, we would like to rent our home studio on weekends in hopes of supplementing our dwindling income, which has been significantly impacted by Covid-19. We would be grateful if we could even rent our home studio four (4) times per year – as allowed for owner-occupied spaces.

## II. FACTS

- 7. We own and reside at the property at 408 Superior St. While the property is zoned R-2 (Two-Family Dwelling District), we object to the ruling that short-term rentals are not permitted under this zone.
- 8. The property contains a single-family home with a lower-level studio. The application for a short-term rental business license is for the lower-level studio, which we use as our work studio on a regular basis. We are local musicians who have set up our home studio to write, record, and produce music. This studio, therefore, is *not* intended for use as a long-term self-contained rental unit. As such, the zoning does *not* apply and a short-term rental should be allowed for the lower-level studio when not in use as our work studio.
- 10. The lower-level studio contains its own kitchen facilities, with gas range stove, oven, dishwasher, fridge, kitchen sink, and counters and cabinets. Like other home-based businesses, where home and work life are

- kept separate, our studio has a kitchen and bathroom for convenience to allow us to take necessary breaks as we often work on music at all hours of the day, seven days a week. <u>Note</u>: If there is an issue with having a kitchen range, we can easily remove this appliance from the lower-level studio.
- 12. We used to live in Saanich and moved to Victoria in June 2018. We were *not* aware of the need to apply for a short-term rental business license in Victoria; such a license was not needed in Saanich. The application and appeal are pertaining to the lower-level studio exclusively.
- 14. On May 11, 2021, a bylaw officer completed an inspection of the premises. We object to the officer's assessment that the lower-level studio is a self-contained dwelling unit. We are local musicians who have set up our home studio to write, record, and produce music. This studio, therefore, is *not* intended for use as a long-term self-contained rental unit. Our studio is where we operate our home-based business as musicians. As with other home-based businesses, we keep our home and work life separate. Specifically, we use the lower-level studio for music and the upper level as our home. Our studio has a kitchen and bathroom for convenience to allow us to take necessary breaks as we often work on music at all hours of the day, seven days a week.

#### **III. RELEVANT REGULATIONS**

17. We argue that the definition of "self-contained dwelling unit" used in the Short-Term Rental Regulations Bylaw and Zoning Regulation Bylaw does *not* apply to our studio. Rather, our home-based music studio falls under Schedule "D" Home Occupations:

Permitted Uses 5 (a) artist studio.

Section 12 A short-term rental is permitted as a home occupation in a principal residence.

## **IV. ARGUMENT AND PHOTOS**

- 19. We argue that our lower-level studio is *not* a self-contained dwelling unit, but rather a home-based music studio that we use on a regular basis as local musicians.
- 20. Our studio has its own entrance, its own full kitchen, and full bathroom. We have set-up our studio as a place to write, record, and produce music at all hours of the day, seven days a week. It is *not* intended for use as a long-term self-contained rental unit. The kitchen and bathroom are there for convenience so that we can take needed breaks from our work as musicians.
- 21. The Covid-19 pandemic has put incredible stress on our livelihood as musicians. To ease the financial impacts, we would like to rent our home studio on weekends in hopes of supplementing our dwindling income, which has been significantly impacted by Covid-19. We would be grateful if we could even rent our home studio four (4) times per year as allowed for owner-occupied spaces.
- 22. While we recognize the need to ensure adequate long-term rental housing stock for locals in Victoria, our home studio does *not* fall into this category. As local musicians and grateful home owners, its key purpose is to provide a home-based studio for our music that we work on seven days a week.
- 23. We were greatly distressed, disappointed, and disheartened when we received word that our application submitted April 28, 2021 for a Short-Term Rental License was denied. By denying our license, our ability to remain self-sufficient and diversify our income streams has been denied as well.

.....

As local musicians, we have invested significantly in our studio which is fully equipped with instruments and recording gear where we write, record, and produce music.









.....

We have a kitchen and bathroom for convenience to allow us to take needed breaks as we often work on music at all hours of the day, seven days a week.





## Note:

• If there is issue with the kitchen range, we can easily remove this appliance from the studio.



#### **V. CLOSING REMARKS**

As local musicians, with the pandemic hitting us particularly hard, we have relented to needing another revenue stream – using our home studio as a Short-Term Rental on weekends (or even limited to just four times per year; either option would help our financial situation immensely).

We sincerely hope that you will grant us this license so we may continue to work creatively, live sustainably, and contribute positively to diversify our local community as artists on the unceded traditional territories of the Lekwungen peoples, known today as the Esquimalt and Songhees nations.

Respectfully submitted,

Annalea Sordi & Garrett McClure

(she/her, settler of Asian descent); (he/him, white settler) Home Owners 408 Superior St. 9/13/2021