



REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, November 24, 2022

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. REQUESTS TO ADDRESS COUNCIL

- D.1. Kathleen Gilbert - Vancouver Island South Film and Media Commission: The state of the film industry and the work of the film commission

1

- *D.2. Laren Davis and Barry Hutchinson - Community Social Planning Council: Council Programs - Rent Bank, ID Services, Low Income Transit and others

Addenda: New Request to Address Council, Presentation

- *D.3. Howard Goshulak: The City of Victoria No. 14-100 Fire Prevention and Regulation Bylaw - Storage in Underground Parking Facilities

11

Addendum: New Request to Address Council, Presentation

- *D.4. Janet Simpson: Over-densification

Addendum: New Request to Address Council

E. PROCLAMATIONS

- E.1. "2022 International Day of Persons with Disabilities" - December 3, 2022

19

F. REPORTS OF COMMITTEE

- F.1. Committee of the Whole

- F.1.a. Report from the November 10, 2022 COTW Meeting

20

[Link to the November 10, 2022 COTW Agenda](#)

F.1.a.a. 1175 C Douglas Street: Application to Increase the Occupant Load associated with a Liquor Primary Licence for Peacock Billiards (Downtown)

F.1.a.b. 537 Johnson Street: New Liquor Primary Licence for Friends of Dorothy Cocktail Lounge (Downtown)

F.1.a.c. 2023 Committee and Council Meeting Schedule

F.1.b. Report from the November 24, 2022 COTW Meeting

Placeholder for time-sensitive items.

F.1.b.a. 2023 Utility Rates

Addendum: New Item

F.1.b.b. Appointment of Animal Control Officer

F.1.b.c. Appointment of Bylaw Officers

G. BYLAWS

G.1. Bylaw for 700 Government Street: Rezoning Application No. 00813 and Associated Development Permit Application No. 000616

22

A report recommending:

1st and 2nd readings of: Zoning Regulation Bylaw, Amendment Bylaw (No. 1290) No. 22-094

The application is ready to proceed to Public Hearing and proposes to rezone from the IHSS Zone, Inner Harbour Ship Point South District, to create a new zone to allow “recreational facility” uses and to remove parking requirements.

G.2. Bylaw for 936 Queens Avenue Housing Agreement

27

A report recommending:

1st, 2nd and 3rd readings of: Housing Agreement (936 Queens Avenue) Bylaw (2022), No. 22-091

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 936 Queens Avenue, Victoria, BC.

G.3. Bylaw for The Anawim Companions Society Housing Agreement

37

- **Adoption of:**
 - Housing Agreement (The Anawim Companions Society) Bylaw (2022) No. 22-080

The purpose of this Bylaw is to authorize an agreement for affordable rental housing for the lands known as LOT 6, SECTIONS 29 AND 30, VICTORIA DISTRICT, PLAN 7956, Victoria, BC.

H. CLOSED MEETING

MOTION TO CLOSE THE NOVEMBER 24, 2022 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)(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.

I. APPROVAL OF CLOSED AGENDA

J. READING OF CLOSED MINUTES

K. UNFINISHED BUSINESS

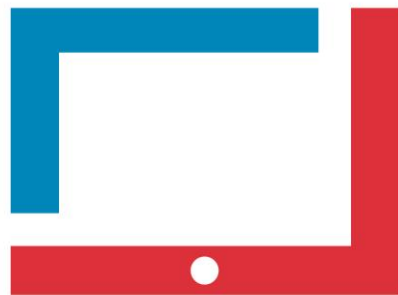
L. CORRESPONDENCE

M. NEW BUSINESS

M.1. Land - Community Charter Section 90(1)(e)

N. CONSIDERATION TO RISE & REPORT

O. ADJOURNMENT

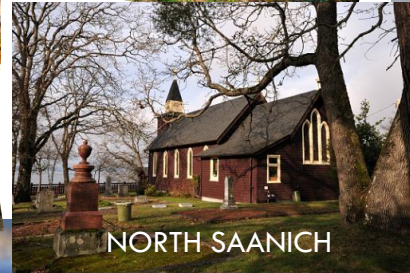
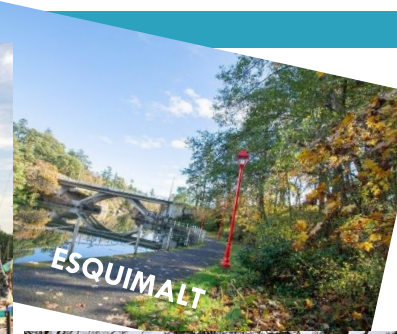


**VANCOUVER
ISLAND SOUTH
FILM & MEDIA
COMMISSION**

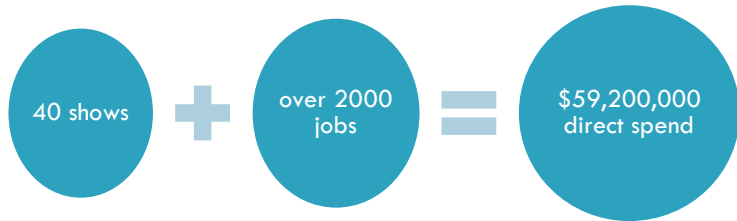
KATHLEEN GILBERT, FILM COMMISSIONER

IMAGINE

FILMING ON VANCOUVER ISLAND SOUTH



Just some of the shows we landed in 2021



"We work because you work...Josef Krancevic, Grip

A Mrs. Miracle Christmas

Aurora Teagarden

Fishing for Love

Martha's Vineyard Mystery IV

The Baker's Son

Phantom Pups

Rise & Shine Benjamin Stone

The Last Will & Testament

Wedding Veil 1 & 3

You, Me & the Christmas Trees

Christmas House 2

The Hungry Islanders

Quartier Recherche

Maid

Bones of Crows

Rescued By Ruby

Reginald the Vampire

A Fond Train

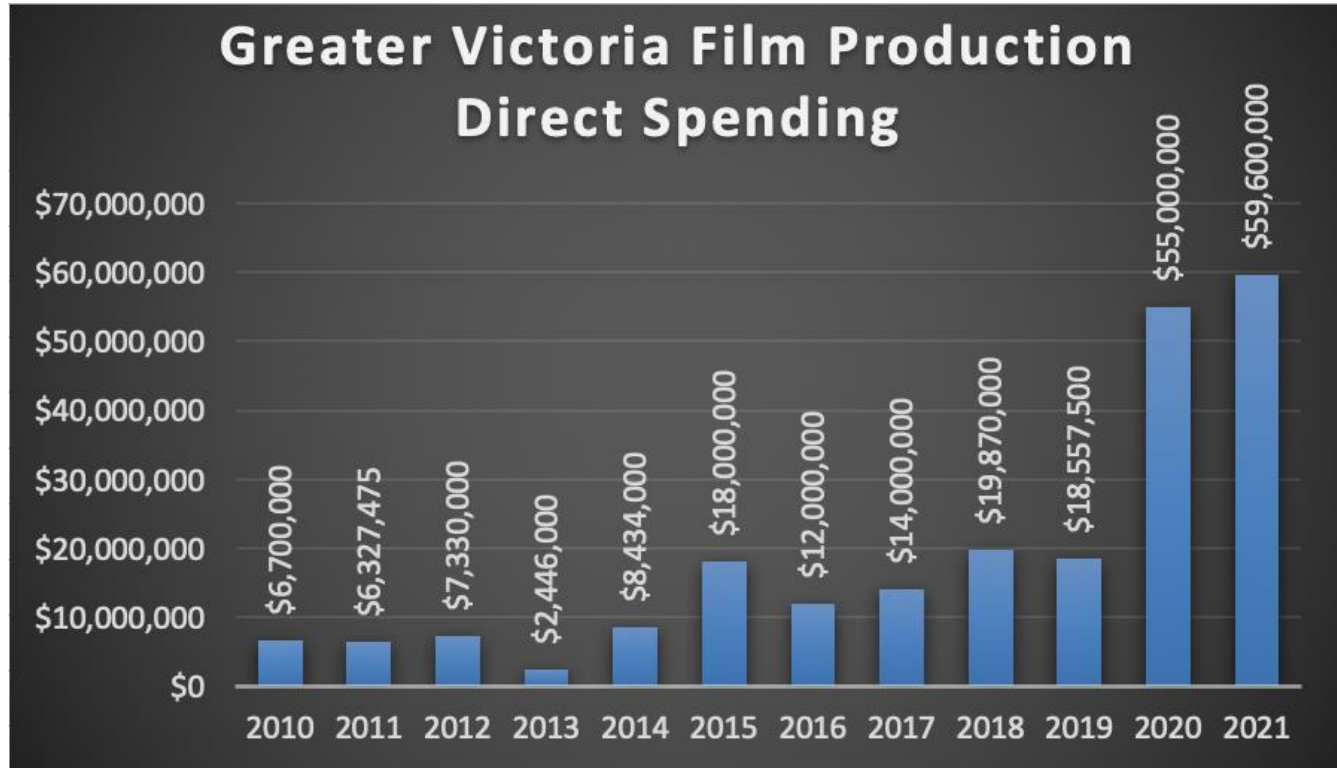
Ballistic



We put heads in beds!

- ❑ This year one smaller budget show booked a total of 1,066 room nights at 7 local hotels.
- ❑ Also, this year, a TV series spent \$405,537.26 on accommodations
- ❑ One local hotel reported 725 room nights so far this year “with more to come before the end of the year”.
- ❑ Godzilla booked 1550 room nights at two hotels over 5 days. Taking almost all the rooms during the off season.
- ❑ Disney’s The Descendants booked 560 room nights over 5 days at one hotel alone.
- ❑ In 2020 the head of the Hotel Association called the film Industry “A lifeline” for local hotels during Covid.

Direct Spending 2010-2021



Careers in Film Industry

Director
Assistant Director
Locations Manager
Cinematographer
Stills Photographer
Production Designer
Art Director
Set Dresser
Props Master
Costume Designer
Hair/Make-up
Greens Person
Armourer
Gaffer
Lamp Operator
Grip
Sound Mixer
First-Aid/Craft Service
Catering



Driver
Animal Wrangler
Actor
Stunts
Special Effects
Casting Director
Editor
Foley Artist
Animator
Accountant
Production Coord
Production Assistant
Script Supervisor
Publicist

REEL GREEN: Working towards a sustainable industry

ACTION PLAN

Prioritize industry engagement, education, communication and the development of tools and resources towards an emission free sustainable industry.

The Reel Green program includes three overarching objectives to enable Reel Green's - and the industry's - continual improvement.

- 1 **Transform the Industry:** Ensure that all productions in BC and their crews are aware of Reel Green Program. Normalize sustainable production processes and practices and Communicate with productions that it is obligatory to integrate sustainable production practices into their workflow.
- 2 **Zero Greenhouse Gas Emissions:** Reach zero greenhouse emission by 2030
- 3 **Circular Economy:** keep products and materials in use, and regenerate natural systems. Ensure that all studios, stage owners/operators and suppliers have a circular material management plan.

Our Focus in 2023

- ❑ Work with local highschools to engage with youth .
- ❑ Work to engage further with First nations, again with a focus on youth.
- ❑ To increase and diversify our labour pool
- ❑ To continue to work to bring a film studio to the CRD
- ❑ Continue to work to make our region Film Friendly.

What we ask of you.



- That you fund the Film Commission at our full ask of \$60,000 so that we can continue to bring good jobs and economic growth to the Region.

THANKS TO OUR AMAZING MUNICIPAL PARTNERS





**City Of Victoria
November 24, 2022**

Howard Goshulak

God's Pocket Marine Provincial Park

Proposal

The City of Victoria revise No. 14-100 Fire Prevention and Regulation Bylaw:
“32 Storage

Vehicle parking garages may only be used to store vehicles, bicycles, scooters, motorcycles, or water vehicles (canoes, kayaks and SUPs).”

Victoria - Background

Victoria is a maritime city, surrounded by water.

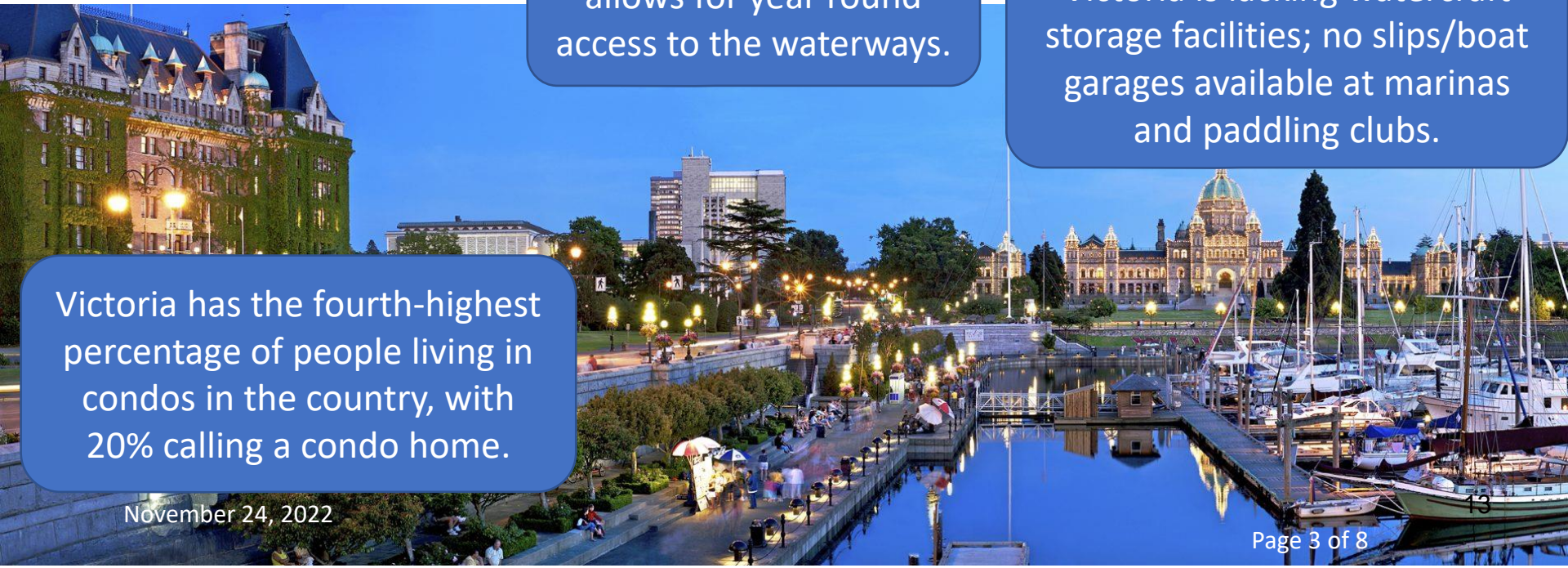
Victoria is a major center for competitive rowing in Canada

Victoria is water sport paradise; fishing, diving, kayaking, canoeing, SUP, sailing, boating, swimming, surfing, windsurfing, and kite boarding.

Victoria's mild climate allows for year round access to the waterways.

Victoria is lacking watercraft storage facilities; no slips/boat garages available at marinas and paddling clubs.

Victoria has the fourth-highest percentage of people living in condos in the country, with 20% calling a condo home.



My Situation

- I moved to Victoria and purchased a new condominium at Bellwood Park (1201 Fort Street) in the spring, 2022.
- My condo builder, Abstract Developments, installed storage racks for my kayak and SUP in my parking stalls in the facilities' underground garage.
- In August, the Victoria Fire Department's inspection cited the Fire Code for miscellaneous items stored in parking areas as a fire risk.
- Based on this, my Strata Council adopted a new rule: "An owner, tenant or occupant of a strata lot must use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles, and not for the parking of any other type of vehicle OR the storage of any other item".

BC Fire Code

- The building and fire codes in Canada classify parking garages as “Low Hazard Industrial Occupancies”, and if sprinklered, the sprinklers must be designed in accordance with the NFPA 13 standard. Under NFPA 13 the fire protection sprinklers for garages are typically designed to “Ordinary Hazard Group 1”
- My developer and I contend that my watercraft and storage solution complies with the BC Fire Code, as they:
 - do not exceed the conditions of Ordinary Hazard Group 1,
 - do not obstruct the sprinklers,
 - are not stacked,
 - are secured in place and can remain in place during a fire without affecting aisles and means of egress.

Consultation

- Kathy Ferguson, Fire Service Adviser of the BC Fire Commissioner indicated that while the BC Fire Code addresses storage of items like tires, aerosol products, combustible fibres and dangerous goods, it does not specifically address acceptable types of vehicles to be stored in an enclosed parking garage.
- Assistant Fire Chief Megan Sabell (Fire Prevention) of the Victoria Fire Department, acknowledged that the City's Fire Bylaw, does not specifically prohibit watercraft storage. The Department, however, has always interpreted the Bylaw that way, concerned that allowing a broader definition might trigger requests for storage of other items.



Other BC Municipalities

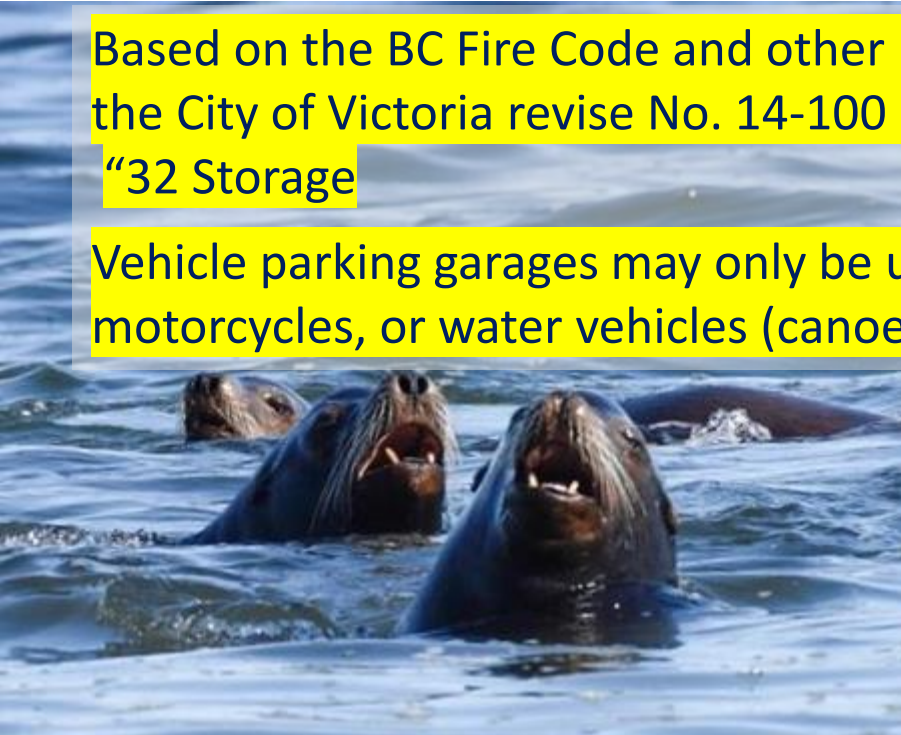
1. City of Vancouver's Bulletin 2019-001-FI, "Canoes or kayaks ... would generally be acceptable inside a vehicle storage garage."
2. The City of North Vancouver Bylaw No. 8852: "6.58 Enclosed Storage Garages ... must be used for the parking of vehicles only (including ... watercraft)."
3. North Vancouver District, BC - Enclosed Parking Garage Guideline: "vehicle parking garages may only be used to store ... water vehicles (boats, kayaks)."
4. West Vancouver District, BC - Storage Garage Fire Inspection Guidelines: "garages may also contain space for parking or storing other vehicles (bicycles, boats, etc.)."

Proposal

Based on the BC Fire Code and other municipalities interpretation and experience, the City of Victoria revise No. 14-100 Fire Prevention and Regulation Bylaw:

“32 Storage

Vehicle parking garages may only be used to store vehicles, bicycles, scooters, motorcycles, or water vehicles (canoes, kayaks and SUPs).”





CITY OF VICTORIA

PROCLAMATION

“2022 INTERNATIONAL DAY OF PERSONS WITH DISABILITIES”

WHEREAS *Disability inclusion is an essential condition to upholding human rights, sustainable development, and peace and security. The commitment to realizing the rights of persons with disabilities is not only a matter of justice; it is an investment in a common future; and*

WHEREAS *the global crisis of COVID-19 deepened the pre-existing inequalities, exposing the extent of exclusion and highlighting that work on disability inclusion is imperative. People with disabilities - one billion people - are one of the most excluded groups in our society and were the hardest hit in this crisis in terms of fatalities; and*

WHEREAS *even under normal circumstances, persons with disabilities are less likely to access health care, education, employment and to participate in the community. An integrated approach is required to ensure that persons with disabilities are not left behind.*

NOW, THEREFORE *I do hereby proclaim Friday December 3rd, 2022, as “2022 INTERNATIONAL DAY OF PERSONS WITH DISABILITIES” 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 24th day of November, Two Thousand and Twenty-Two.*

MARIANNE ALTO
MAYOR
CITY OF VICTORIA
BRITISH COLUMBIA

Sponsored by:
Suzan Jennings
Chair – City of Victoria Accessibility Committee

COMMITTEE OF THE WHOLE REPORT
FROM THE MEETING HELD NOVEMBER 10, 2022

For the Council meeting of November 24, 2022, the Committee recommends the following:

E. LAND USE MATTERS

E.1 1175 C Douglas Street: Application to Increase the Occupant Load associated with a Liquor Primary Licence for Peacock Billiards (Downtown)

That Council direct staff to provide the following response to the Liquor and Cannabis Regulation Branch:

1. That Council, after conducting a review with respect to noise and community impacts, does support the application of Peacock Billiards to increase the occupant load associated with their liquor primary licence from 52 to 102 people where existing hours for licenced service are retained and are 11am to 1:30am daily, acknowledging the establishment also holds a food primary licence which is not proposed to change, and that the proposed increase of 50 people would result in a total licenced capacity of 280 people where both licences are considered.

The following comments are provided regarding the prescribed considerations:

The impact of noise on the community near the establishment was considered in relation to the request to increase the occupant load by 50 people and approval of the licence is not expected to result in unacceptable levels of noise.

- a. If the application is approved, it is anticipated to have a positive economic impact on the community as the approval supports the viability of the business as a local employer.
- b. The views of residents were solicited through a mailout to neighbouring property owners and occupiers within 100 metres of the licensed location and a notice posted at the property. In response to the notification that went to 744 owners and occupants, the City received four letters including one from the Downtown Residents Association and all were supportive of the application.
- c. Council recommends to the Province that the liquor primary licence be approved as proposed.

E.2 537 Johnson Street: New Liquor Primary Licence for Friends of Dorothy Cocktail Lounge (Downtown)

That Council direct staff to provide the following response to the Liquor and Cannabis Regulation Branch:

1. That Council, after conducting a review with respect to noise and community impacts, does support the application of Friends of Dorothy, located at 537 Johnson Street, for a new liquor primary licence having hours of operation from 9am to 12am daily, with enclosed patio hours of 9am to 10pm Sunday to Thursday and 9am to 11pm Friday and Saturday, having a total occupant load of 105 people including a 22-person enclosed patio.

The following comments are provided regarding the prescribed considerations:

The impact of noise on the community near the establishment was considered in relation to the request, and the recommended hours and occupant load at the establishment's location are intended to help mitigate impacts identified through the public notification process.

- a. If the application is approved, it is anticipated to have a positive economic impact on the community as the approval supports the viability of the business as a local employer.
- b. The views of residents were solicited through a mailout to neighbouring property owners and occupiers within 100 metres of the licensed location and a notice posted at the property. In response to the notification that went to 565 owners and occupants, the City received ten letters in response to the notification: nine respondents expressed concern and one expressed support. A letter from the Downtown Residents Association (DRA) indicated that they had not received wider public input and recommended the provision of more information to assist in better understanding applications.
- c. Council recommends to the Province that the liquor primary licence be approved as recommended.

F. STAFF REPORTS

F.2 2023 Committee and Council Meeting Schedule

That Council approve the 2023 Committee of the Whole and Council meeting schedule attached to this report and make it available to the public as required under Section 127 of the Community Charter.



Council Report

For the Meeting of November 24, 2022

To: Council **Date:** November 8, 2022
From: C. Kingsley, City Clerk
Subject: 700 Government Street: Rezoning Application No. 00813 and Associated Development Permit Application No. 000616

RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1290) No. 22-094

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 22-094.

The issue came before Council on October 6, 2022 where the following resolution was approved:

700 Government Street: Rezoning Application No. 00813 and Associated Development Permit Application No. 000616 (Downtown)

Rezoning Application

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00813 for 700 Government Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set.

Development Permit

That Council, after the Public Hearing for Rezoning Application No. 00813, if it is approved, consider the following motion:

1. That Council authorize the issuance of Development Permit Application No. 000616 for 700 Government Street, in accordance with:
 - a. Plans date stamped June 3, 2022
 - b. Development meeting all Zoning Regulation Bylaw requirements.
2. That the Development Permit, if issued, lapses in two years from the date of this resolution.
3. That Council request that the applicant strongly considers inclusion of people with disabilities to ensure full accessibility to the structure.

Respectfully submitted,

Curt Kingsley
City Clerk

Report accepted and recommended by the City Manager

List of Attachments:

- Bylaw No. 22-094

NO. 22-094

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw for a portion of land known as 700 Government Street in the IHSS Zone, Inner Harbour Ship Point South District, to create a new zone to allow “recreational facility” uses and to remove parking requirements.

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 “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1290)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended:
 - (a) by adding the words “Part 8.30 IHSR Inner Harbour Ship Point Recreation District” in the table of contents in Schedule B after Part 8.29; and
 - (b) by adding the provisions contained in Schedule 1 of this Bylaw after Part 8.29.
- 3 A portion of the land known as 700 Government Street, legally described as PID: 025-392-573 Lot A of the Bed of Victoria Harbour Victoria District Plan VIP73552 and shown hatched on the attached map, is removed from the IHSS Zone, Inner Harbour Ship Point South District, and placed in the IHSR Zone, Inner Harbour Ship Point Recreation District.

READ A FIRST TIME the	day of	2022
READ A SECOND TIME the	day of	2022
Public hearing held on the	day of	2022
READ A THIRD TIME the	day of	2022
ADOPTED on the	day of	2022

CITY CLERK

MAYOR

Schedule 1
**PART 8.30 – IHSR ZONE, INNER HARBOUR SHIP POINT RECREATION
DISTRICT**

8.30.1 Permitted Uses in this Zone

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

- a. Uses permitted in the IHSS Zone, Inner Harbour Ship Point South District, subject to the regulations set out in Part 8.15 of the Zoning Regulation Bylaw except vehicle and parking regulations which are subject to this zone.
- b. Recreation Facility

8.30.2 Height

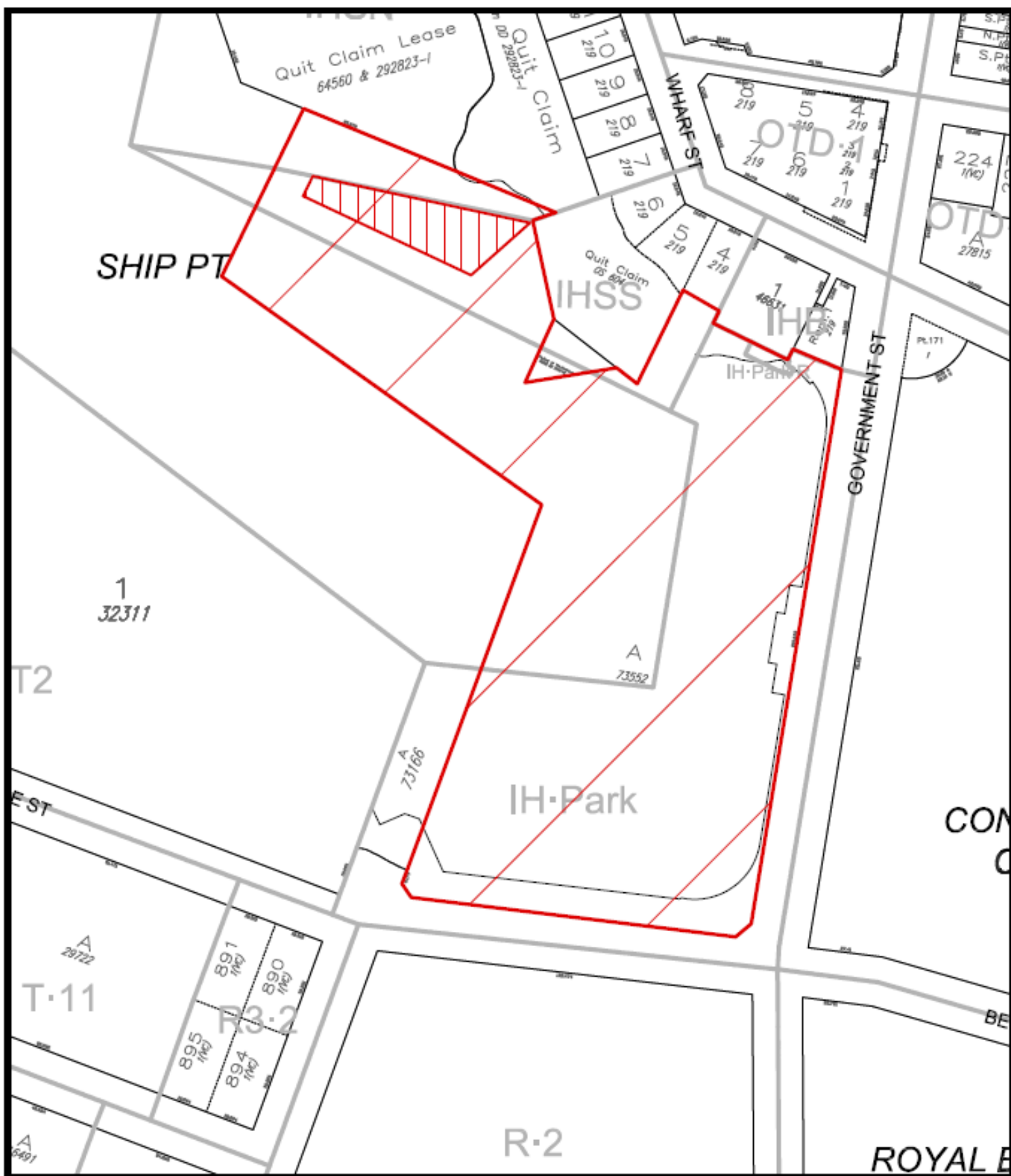
Height (maximum) (geodetic)	10m
-----------------------------	-----

8.30.3 Bicycle Parking

Minimum number of <u>Bicycle Parking, Long Term</u> spaces	4
Minimum number of <u>Bicycle Parking, Short Term</u> spaces	8
Dimensions and layout per Schedule C	

8.30.4 Vehicle Parking

- a. The provisions of Schedule C do not apply in this zone.



700 Government St. (close to 814 Wharf St.)

Rezoning No.00813





Council Report

For the Meeting of November 24, 2022

To: Council **Date:** November 3, 2022

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

Subject: Housing Agreement Bylaw No. 22-091 for 936 Queens Avenue

RECOMMENDATION

That Council give first, second, and third reading to Bylaw No. 22-091 to authorize a Housing Agreement for 936 Queens Avenue to secure the building as rental in perpetuity.

EXECUTIVE SUMMARY

The purpose of this report is to present Council with a Housing Agreement for 936 Queens Avenue to secure the building as rental in perpetuity. This agreement is required for the applicant to achieve a greater number of units, within a house conversion, than would be permitted as a standard permission in the Zoning Bylaw. This is an option offered as an incentive through the recently revised *Schedule G – House Conversion Regulations* of the *Zoning Regulation Bylaw*.

On October 20, 2020, Council updated the *House Conversion Regulations* to incentivize:

- heritage designation (if the building has heritage value)
- securing a building as rental in perpetuity
- securing a building as affordable in perpetuity
- securing a combination of heritage designation with rental or affordability. (This option yields the greatest number of units.)

In this instance, the applicant is willing to enter into a Housing Agreement to secure the building as rental in perpetuity, which allows them to achieve seven units instead of five units.

CONCLUSIONS

The Housing Agreement, which would be registered on the property's title, would ensure the building remains rental in perpetuity and allow the applicant to apply for a Building Permit for a seven-unit house conversion.

Respectfully submitted,

Mike Angrove
Senior Planner – Development Agreements
Development Services Division

Karen Hoes, Director
Sustainable Planning and Community
Development Department

Report accepted and recommended by the City Manager.

List of Attachments

- Housing Agreement Bylaw No. 22-091

Schedule A

HOUSING AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

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

(the "City")

AND:

CLAIRE DANIELLE MONAHAN

10110 Matner Lane
Coldstream, British Columbia V1B 2J7

(the "Owner")

WHEREAS:

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 936 Queens Avenue, Victoria, B.C. and legally described as:

PID: 003-829-014
Lot 21, Block C, Section 3, Victoria District, Plan 957

(the "Lands").
- D. The Owner has applied to the City to permit the renovation and expansion of an existing building and improvements on the Lands from existing six (6) housing units (1 unit non-conforming) to seven (7) housing units within the Development in accordance with this Agreement.
- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

{03940593;1}

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:

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

"Development" means the seven (7) unit building consisting of residential housing and related facilities on the Lands;

"Dwelling Units" means any or all, as the context may require, of the seven (7) self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

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

"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 7.3;

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

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

"Strata Corporation" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

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

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

- 2.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

3.0 NO RESTRICTIONS ON RENTALS

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

4.0 REPORTING

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

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

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

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

6.0 LIABILITY

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and

{03940593;1}

liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

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

7.0 GENERAL PROVISIONS

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

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

in the case of the City, addressed to:

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

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

and in the case of the Owner, addressed to:

Claire Danielle Monahan
10110 Matner Lane
Coldstream, British Columbia V1B 2J7

Email: Claire@monahanholdings.com

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

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

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

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

- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

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

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

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

7.5 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.

7.6 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.

7.7 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.

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

7.9 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.

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

7.11 FURTHER ASSURANCES. Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

7.12 AMENDMENT. This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

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

{03940593;1}

7.14 NO DEROGATION FROM STATUTORY AUTHORITY. Nothing in this Agreement shall:

- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
- (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.

7.15 SEVERABILITY. If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

7.16 JOINT AND SEVERAL. The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.

7.17 COUNTERPARTS. This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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

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

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

_____)
Karen Hoese, Director of Sustainable
Planning and Community Development)

Date signed: _____)

[owner(s)]

SIGNED, SEALED & DELIVERED
in the presence of:

Signature

Print Name JONATHAN JONES
Barrister and Solicitor
#301 2706-30 Avenue
Vernon BC V1T 2B6
Address Telephone (250) 542-5353

Occupation

Date signed:

September 21, 2022


CLAIRE DANIELLE MONAHAN

HOUSING AGREEMENT (THE ANAWIM COMPANIONS SOCIETY) BYLAW
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for affordable rental housing for the lands known as LOT 6, SECTIONS 29 AND 30, VICTORIA DISTRICT, PLAN 7956, Victoria, BC.

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

Title

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (THE ANAWIM COMPANIONS SOCIETY) BYLAW (2022)".

Agreement authorized

- 2 The Director of Sustainable Planning and Community Development is authorized to execute a Housing Agreement:
- (a) securing rental housing such that all units are affordable for median incomes and the income of those residing in the housing does not exceed the annual maximum income for median income affordability targets;
 - (b) between the City and The Anawim Companions Society (Inc. No. S0021153) or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands in Victoria, BC, legally described as:
PID: 005-613-949

LOT 6, SECTIONS 29 AND 30, VICTORIA DISTRICT, PLAN 7956.

READ A FIRST TIME the **6th** day of **October** 2022

READ A SECOND TIME the **6th** day of **October** 2022

READ A THIRD TIME the **6th** day of **October** 2022

ADOPTED on the day of 2022

CITY CLERK

MAYOR