



REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, October 3, 2024

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 Nation and Xwsepsum Nation

Pages

A. TERRITORIAL ACKNOWLEDGEMENT

B. INTRODUCTION OF LATE ITEMS

C. APPROVAL OF AGENDA

D. CONSIDERATION OF MINUTES

D.1 Minutes from the Daytime Council Meeting held September 12, 2024

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E. REPORTS OF COMMITTEE

E.1 Committee of the Whole

E.1.a Report from the October 03, 2024 Committee of the Whole Meeting

Placeholder for time-sensitive items pending approval at the October 03, 2024 Committee of the Whole meeting.

F. BYLAWS

***F.1 Amendment Bylaw for Council Procedures Bylaw**

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A report recommending:

- **1st, 2nd and 3rd readings of:**
 - Council Procedure Bylaw, Amendment Bylaw (No. 1) No. 24-074
- **Motion to approve:**
 - Requests to Address Council Policy
 - 2024 Council Meeting Schedule

The purpose of this Bylaw is to establish the general procedures to be followed by Council and Council committees in conducting their business

F.2 Bylaw for Business Improvement Area Bylaw, 2024

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A report recommending:

- **1st, 2nd and 3rd readings of:**
 - Business Improvement Area Bylaw, 2024, No. 24-082

The purpose of this Bylaw is to establish a Downtown Victoria Business Improvement Area and Service, to grant money and levy local service tax for that purpose

F.3 Bylaw for 624 and 628 Manchester Road: Zoning Regulation Bylaw Amendment Application No. 00803 and Development Permit with Variance No. 00195

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[Link to the December 14, 2023 Council Agenda](#)

[Link to the July 13, 2023 Committee of the Whole Agenda](#)

- **Adoption of:**
 - Zoning Regulation Bylaw, Amendment Bylaw (No. 1312) No. 23-076

The application proposes to consolidate the two lots at 624 and 628 Manchester Rd and construct a new 11-unit multi-family townhouse development.

F.4 Bylaw for 2025 Permissive Tax Exemption

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- **Adoption of:**
 - Tax Exemption (Permissive) Bylaw, 2025, No. 24-050

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*.

G. NEW BUSINESS

G.1 Short-Term Rental Business Licence Appeal - 3150 Balfour Avenue

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A report regarding documents from the Appellant and the City's Licence Inspector for Council's consideration under the Short-term Business Licence Appeal Process Policy for a short-term rental unit located at 3150 Balfour Avenue.

H. NOTICE OF MOTIONS

I. CLOSED MEETING

MOTION TO CLOSE THE OCTOBER 03, 2024 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)(c) labour relations or other employee relations;

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

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

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

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

J. APPROVAL OF CLOSED AGENDA

K. CONSIDERATION OF CLOSED MINUTES

L. NEW BUSINESS

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

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

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

M. CONSIDERATION TO RISE & REPORT

N. ADJOURNMENT



MINUTES - VICTORIA CITY COUNCIL

September 12, 2024, 11:48 A.M.

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 Nation and Xwsepsum Nation

PRESENT: Mayor Alto in the Chair, Councillor Caradonna, Councillor Coleman, Councillor Dell, Councillor Gardiner, Councillor Hammond, Councillor Kim, Councillor Loughton (Arrived at 1:13 p.m.), Councillor Thompson

STAFF PRESENT: J. Jenkyns - City Manager, S. Thompson - Deputy City Manager / Chief Financial Officer, C. Kingsley - City Clerk, C. Anderson - Deputy City Clerk, S. Johnson - Director of Communications and Engagement, T. Zworski - City Solicitor, T. Soulliere - Deputy City Manager, D. Newman – Director of Parks, Recreation and Facilities, W. Doyle – Acting Director of Engineering and Public Works, R. Tooke – Manager of Sustainability, Assets and Support Services, M. Angrove – Senior Planner, Development Agreement, P/ Rantucci - Director of Strategic Real Estate, C. Mycroft - Manager of Intergovernmental & Media Relations, K. Hoese – Director of Planning and Development, K. Jones - Advisor to the City Manager, G. Diamond - Senior Legislative Coordinator, A. Heimbürger - Legislative Coordinator

A. TERRITORIAL ACKNOWLEDGEMENT

Council acknowledged that the City of Victoria is located on the homelands of the Songhees First Nation and Xwsepsum First Nation communities, noting that the privilege of sitting at the Council table is made possible by the historic and ongoing commitments of the Nations to their ancestral lands and waters, and thanked them for allowing us to live, work and play on those lands as Council considers the needs of residents today as well as the generations to come.

B. INTRODUCTION OF LATE ITEMS

There were no late items.

C. APPROVAL OF AGENDA

Moved and Seconded:

That the agenda be approved.

CARRIED UNANIMOUSLY

The Chair noted Councillor Loughton's absence to attend to her role as appointee to the Victoria Family Court and Youth Justice Committee.

D. REPORTS OF COMMITTEE

D.1 Committee of the Whole

D.1.a Report from the September 12, 2024 COTW Meeting

D.1.a.a Property Tax Write-Off

Moved and Seconded:

That Council:

1. Direct staff to request a Minister's Order pursuant to section 781 of the Local Government Act authorizing the write-off of the 2023 and 2024 property taxes including penalties levied in error totalling \$30,916.31 on the properties identified in Table 1.

CARRIED UNANIMOUSLY

D.1.a.b Permissive Tax Exemptions 2025

Councillor Coleman recused himself at 11:51 a.m. due to a perceived conflict of interest regarding proximity to Maplewood Gospel Hall and returned at 11:51 a.m.

Moved and Seconded:

That Council:

1. Direct staff to bring forward a 2025 permissive tax exemption bylaw for all properties detailed in Table 1.

CONFLICT (1): Councillor Coleman

CARRIED (8 to 0)

D.1.a.c Union of British Columbia Municipalities Convention (September 16-20, 2024) Expenses

Moved and Seconded:

1. That Council authorize change in associated costs for Councillor Kim to attend the Union of British Columbia Municipalities Conference held Vancouver BC, on September 16-20, 2024.

The approximate cost for attending is:

Conference Registration Fee (+GST)	\$982.80
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Accommodations (4 nights)	\$858
Transportation to/from Vancouver	\$285
Meals and Incidentals	\$300

Estimated total cost = \$2,425.80

CARRIED UNANIMOUSLY

E. BYLAWS

E.1 Bylaw for Rock Bay Site Revitalization Tax Exemption

Council discussed the following:

- *Intention for usage and retention of heritage buildings in prospective master plan*
- *Scope of tax exemption program and timeline for award of tax exemption certificate*

Moved and Seconded:

That the following bylaw **be given first, second, and third readings:**

1. Rock Bay Site Revitalization Tax Exemption Bylaw No. 24-067

CARRIED UNANIMOUSLY

Council recessed for lunch at 12:06 p.m. and returned at 1:13 p.m.

Councillor Loughton joined the meeting at 1:13 p.m.

E.2 Bylaws for 500 Sumas Street: Housing Agreement and Associated Zoning Regulation Bylaw Amendment

Moved and Seconded:

That the following bylaws **be given first, second, and third readings:**

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1346), No. 24-062

CARRIED UNANIMOUSLY

Moved and Seconded:

That the following bylaws **be given first, second, and third readings:**

1. Housing Agreement (500 Sumas Street) Bylaw (2024) No. 24-063

CARRIED UNANIMOUSLY

E.3 Single-Use Items Reduction Bylaw Consequential Amendment Bylaws

Moved and Seconded:

That the following bylaw **be adopted**:

1. Bylaw Notice Adjudication Bylaw, Amendment Bylaw (No. 5), No. 24-072

CARRIED UNANIMOUSLY

Council discussed the following:

- *Maximum allowable penalty to be charged by a local government under the Municipal Ticketing Information system*

Moved and Seconded:

That the following bylaw **be adopted**:

1. Ticket Bylaw, Amendment Bylaw (No. 16), No. 24-073

OPPOSED (1): Councillor Gardiner

CARRIED (8 to 1)

E.4 Bylaw for Council Remuneration Bylaw

Council discussed the following:

- *Legislation and determination of council size for a municipality*
- *Indeterminate status of City of Victoria Councillors as full or part time*

Moved and Seconded:

That the following bylaw **be adopted**:

1. Council Remuneration Bylaw, 2024, No. 24-075

OPPOSED (3): Mayor Alto, Councillor Coleman, and Councillor Gardiner

CARRIED (6 to 3)

F. NOTICE OF MOTIONS

There were no notice of motions.

G. CLOSED MEETING

Moved and Seconded:

MOTION TO CLOSE THE SEPTEMBER 12, 2024 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;

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

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

Section 90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public; and

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

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

CARRIED UNANIMOUSLY

The Daytime Council meeting was closed to the public at 1:31 p.m.

H. APPROVAL OF CLOSED AGENDA

Moved and Seconded:

That the closed agenda be approved

CARRIED UNANIMOUSLY

J. UNFINISHED BUSINESS

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

Council discussed a matter involving intergovernmental relations and law enforcement. The discussion was recorded and kept confidential.

J.2 Intergovernmental/Land/Law Enforcement - Community Charter Section 90(2)(b), 90(1)(e) and 90(1)(f)

Council discussed a matter involving intergovernmental relations, land and law enforcement. The discussion was recorded and kept confidential.

J.3 Legal Advice - Community Charter Section 90(1)(i)

Council requested that this item be moved to the September 26, 2024 Closed Council meeting

K. NEW BUSINESS

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

Council discussed a matter involving legal advice. The discussion was recorded and kept confidential.

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

Council requested that this item be moved to the September 26, 2024 Closed Council meeting

K.3 Intergovernmental/Municipal Service - Community Charter Section 90(2)(b) and 90(1)(k)

Council discussed a matter involving intergovernmental relations and municipal services. The discussion was recorded and kept confidential.

K.4 Labour – Community Charter Section 90(1)(c)

Council discussed a matter involving labour. The discussion was recorded and kept confidential.

M. ADJOURNMENT

Moved and Seconded:

That the Council meeting be adjourned at 4:08 p.m.

CARRIED UNANIMOUSLY

CITY CLERK

MAYOR



Council Report

For the Meeting of October 3, 2024

To: Council **Date:** September 26, 2024
From: Curt Kingsley, City Clerk
Subject: Council Procedures Bylaw, Amendment Bylaw (No. 1), No. 24-074

RECOMMENDATION

1. That the following bylaw be given first, second and third readings:
 - a) Council Procedures Bylaw, Amendment Bylaw (No. 1), No. 24-074
2. That Council approve the updated Requests to Address Council Policy.
3. That Council approve the updated 2024 Council meeting schedule.

EXECUTIVE SUMMARY

Council directed staff to amend City policies and procedures to expand opportunities for requests to address Council, to hold an annual Town Hall where members of the public may address Council on any topic, to hold an annual Open House at which information will be shared by staff on a current topic of city action and an annual Open House at which organizations or entities that received \$25,000 or more in City funds can report back on those funds.

Staff identified minor changes to the Council Procedures Bylaw, the Requests to Address Council Policy and the 2024 Council meeting schedule. Staff will need to provide public notice as per the *Community Charter* before adopting the amended Council Procedures Bylaw.

PURPOSE

The purpose of this report is to seek first, second and third bylaw readings for the amended Council Procedures Bylaw and approval of the updated Requests to Address Council Policy and 2024 Council meeting schedule.

BACKGROUND

At the August 1, 2024, Council meeting, Council passed a motion to amend the applicable procedural and/or other Council policies to accommodate a Council meeting calendar with:

1. *Only one evening Council meeting each month on the second Thursday of the month, at which up to 15 members of the public may address Council on any topic for a maximum of five minutes per person.*

2. *Once each year, on the second Thursday of March, an evening where Council hosts a “Town Hall” where, for up to two hours, members of the public may address Council on any topic for a maximum of 5 minutes per person.*
3. *Once each year, on the second Thursday of June, an evening where Council hosts an “Open House”, at which information will be shared by staff on a current topic of city action, policy, project or program, at which members of the public can ask questions and offer feedback, and where Council members are expected to attend and learn.*
4. Once each year, on the second Thursday of November, an evening where Council hosts an “Open House” exclusively for the opportunity for presentations, of up to 10 minutes for up to two hours, from organizations or entities that received \$25,000 or more in City funds, to report back on the use and community benefits of those funds.

ISSUES & ANALYSIS

Attached as Appendix 2 is a Table outlining changes to the Council Procedures Bylaw. Staff identified additional changes to correct a typographical error and to reflect other emerging procedural practices. Under section 124 (3) of the *Community* Charter, before amending or repealing and substituting the procedure bylaw, Council must publish notice describing the proposed changes. Should Council give three readings of the Bylaw, staff will prepare the necessary public notice requirements.

Staff made changes to the Requests to Address Council Policy (attached as Appendix 3) to increase the maximum number of speakers to fifteen, to increase the maximum speaking time to five minutes, and to establish a clear speaking process for participants.

Staff updated the 2024 Council meeting schedule in accordance with Council’s August 1, 2024 resolution (attached as Appendix 4). This includes scheduling an Open House November 14, 2024, exclusively for presentations, of up to 10 minutes for up to two hours, from organizations or entities that received \$25,000 or more in City funds.

Respectfully submitted,

Curt Kingsley
City Clerk

Report accepted and recommended by the City Manager

List of Attachments

Appendix 1_Council Procedures Bylaw, Amendment Bylaw (No. 1)
Appendix 2_Council Procedures Bylaw Proposed Changes
Appendix 3_Requests to Address Council Policy
Appendix 4_Updated 2024 Council Meeting Schedule

COUNCIL PROCEDURES BYLAW, AMENDMENT BYLAW (NO. 1)

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to establish the general procedures to be followed by Council and Council committees in conducting their business.

Contents

- 1 Title
- 2 Amendments
- 3 Commencement

Under its statutory powers, including sections 95 and 122 to 145 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 “Council Procedures Bylaw, Amendment Bylaw (No. 1)”.

Amendments

- 2 The Council Procedures Bylaw No. 23-061 is amended as follows:
 - (a) in section 15(1), by inserting a new subsection (d) “Mayor’s report” after “Approval of agenda”;
 - (b) in section 15(1), by deleting the words “(maximum of 6 requests)” and replacing them with “(maximum of 15 requests)”;
 - (c) by repealing section 16(3) entirely and replacing it with the following:

“16(3) Council must not permit a delegation to address a meeting of the Council regarding:

 - (a) a land-use bylaw or permit that is expected to be considered by Council;
 - (b) the promotion of commercial goods or services;
 - (c) a known candidate for election, or in support of a candidate for election; or,
 - (d) active litigation affecting the City.
 - (d) in section 20(1)(a), by deleting reference to subsection (a).
 - (e) By deleting sections 21(1) and (2) entirely.

- (f) in section 36, by inserting a new subsection (d) "Mayor's report" after "Approval of agenda";

Commencement

3 This Bylaw comes into force on adoption.

READ A FIRST TIME the day of 2024

READ A SECOND TIME the day of 2024

READ A THIRD TIME the day of 2024

ADOPTED on the day of 2024


CITY CLERK

MAYOR

Appendix 2_Proposed Council Procedures Bylaw Changes

Section	Current Language	Proposed Language	Rationale
PART 3 – COUNCIL MEETINGS			
15(1)	N/A	Insert new subsection (e) “Mayor’s report”	To reflect emerging procedural practices. This will be on the agenda only when necessary.
15(1)(e)	Requests to address Council (maximum 6 requests);	Insert new subsection (g) Requests to address Council (maximum 15 requests);	Council direction provided to increase the number of speakers. Speaker total will be reflected in Policy.
16 (3)	3. Council must not permit a delegation to address a meeting of the Council regarding a) a bylaw or a permit in respect of which a public hearing has been held, where the public hearing is required under an enactment as a prerequisite to the adoption of the bylaw or the passing of a resolution authorizing the permit; b) the promotion of commercial goods or services, or; c) a known candidate for election, or in support of a candidate for election.	3. Council must not permit a delegation to address a meeting of the Council regarding a) a land-use bylaw or permit that is expected to be considered by Council; b) the promotion of commercial goods or services; c) a known candidate for election, or in support of a candidate for election; or, d) active litigation affecting the City..	Aligns with changes to the <i>Local Government Act</i> around land use items and public hearings and mitigates legal risk.
20 (1) (a)	1. A Council member who voted on the prevailing side of a vote on a matter may, at the next regular Council meeting, a. Move to reconsider a matter on which a vote, other than to postpone indefinitely, has been taken.	1. A Council member who voted on the prevailing side of a vote on a matter may, at the next regular Council meeting move to reconsider a matter on which a vote, other than to postpone indefinitely, has been taken.	Typographical correction to eliminate listing information in an unnecessary subsection.
21 (1) & (2)	1. A Council member at any time may request information concerning the City’s public	Delete these sections.	To reflect current procedural practices.

Section	Current Language	Proposed Language	Rationale
	<p>business by making the request in writing to the City Manager or their designate.</p> <p>2. The following procedures apply to the obtaining and presenting of information requested under this section:</p> <ul style="list-style-type: none"> a. the City Manager or their designate must make the best effort possible to obtain the information; b. after obtaining the information, the City Manager or their designate must give the request and the information to the mayor. 		
PART 5 – COMMITTEE OF THE WHOLE			
36	N/A	Insert new subsection (d) “Report from the Chair”	To reflect emerging procedural practices. This will be on the agenda only when necessary.

		COUNCIL POLICY
		Page 1 of 2
SUBJECT:	REQUESTS TO ADDRESS COUNCIL POLICY	
SPONSOR:	LEGISLATIVE SERVICES	
AUTHORIZED BY:	COUNCIL	
EFFECTIVE DATE:	May 2016	REVISION DATE: September 2024

PURPOSE

The purpose of this policy is to outline the administrative processes used in placing requests to address Council on meeting agendas, and to provide guidance to Council in managing issues resulting from requests to address Council.

APPLICATION

1. This policy applies to any meeting at which requests to address Council are allowed and is to be used in conjunction with the City's Council Procedures Bylaw

POLICY STATEMENTS

General

2. Under the City's Council Procedures Bylaw, requests to address Council are a standing agenda item for each regular City Council meeting of the month.
3. A maximum of fifteen requests may be scheduled.
4. Requests to address Council must be received by the City Clerk 48 hours before the meeting, to be placed on the agenda.
5. Each address must be limited to 5 minutes unless a longer period is agreed to by unanimous vote of those members present.
6. Individuals may present for Council information. Council must not take any action on an address to Council at the meeting at which the address is given.
7. Council members who would like to respond to an individual's address will do so by submitting a motion at a subsequent Committee of the Whole or Council meeting.

Request Process

8. An individual may submit a request to address Council using the form provided for that purpose on the City's website. Supporting materials may be attached. Requests submitted via other methods will also be accepted, if the request includes the individual's name, address and the topic upon which the individual wishes to address Council.
9. Individuals submitting requests to address Council are scheduled on a first-come, first-serve basis. However, the following exceptions may be made:

- a. *Priority is be given to a representative from a government agency or an Indigenous Nation; and*
 - b. *Priority is given to speakers that have not addressed Council within the last three meetings of the request.*
- 10. In accordance with the Council Procedures Bylaw, staff will not place a request to address Council on an agenda if the topic of the address is:
 - a. a land-use bylaw or permit that is expected to be considered by Council;
 - b. the promotion of commercial goods or services;
 - c. a known candidate for election, or in support of a candidate for election;
 - d. active litigation affecting the City.
- 11. More than one individual may address Council on the same topic at the same meeting, subject to the following:
 - a. a speaker's time cannot be combined or shared with another speaker's time;
 - b. there must be clear separation between each speaker and their presentations;
 - c. a speaker may not substitute another person to speak on their behalf.
- 12. An individual may not address Council more than once at the same meeting, even if the topic of each address is different.
- 13. Staff will review the request, and any other materials submitted and remove any information that, if included on a public Council agenda, would violate:
 - a. the *BC Freedom of Information and Protection of Privacy Act*, such as an individual's contact information or information about third parties;
 - b. the *BC Human Rights Code*, including any information that indicates discrimination or an intention to discriminate against a person or a group or class of persons, or is likely to expose a person or a group or class of persons to hatred or contempt because of the race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or that group or class of persons; or,
 - c. the City's *Respectful Workplace Policy*, including information that is intended to insult, bully, intimidate or otherwise diminish a person's self-esteem, subject to the freedom of speech provision of the *Canadian Charter of Rights and Freedoms*.
- 14. Once reviewed, staff will include the request and any other materials submitted, along with the individual's name and the topic of the address, on the Council agenda.

REVISION HISTORY

Version 1.0 – May 2016
 Version 2.0 – July 2023
 Version 3.0 – September 2024

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REVISED - 2024 COMMITTEE AND COUNCIL MEETING SCHEDULE

All Meetings held in Council
Chambers City Hall 1 Centennial
Square

	Committee of the Whole (COTW) 9:00 a.m.	Council to Follow COTW Following COTW as required	Closed Council Following COTW as required	Council 6:30 p.m.
January	11 th , 18 th , 25 th	11 th , 18 th , 25 th	11 th , 18 th , 25 th	11 th , 25 th
February	1 st , 8 th , 15 th , 22 nd	1 st , 8 th , 15 th , 22 nd	1 st , 8 th , 15 th , 22 nd	8 th , 22 nd
March	7 th , 14 th	7 th , 14 th	7 th , 14 th	7 th , 14 th
April	4 th , 11 th , 18 th , 25 th	4 th , 11 th , 18 th , 25 th	4 th , 11 th , 18 th , 25 th	11 th , 25 th
May	2 nd , 9 th , 16 th , 23 rd	2 nd , 9 th , 16 th , 23 rd	2 nd , 9 th , 16 th , 23 rd	9 th , 23 rd
June	13 th , 20 th , 27 th	13 th , 20 th , 27 th	13 th , 20 th , 27 th	13 th , 27 th
July	4 th , 11 th , 18 th , 25 th	4 th , 11 th , 18 th , 25 th	4 th , 11 th , 18 th , 25 th	11 th , 25 th
August	1 st	1 st	1 st	1 st
September	5 th , 12 th , 26 th	5 th , 12 th , 26 th	5 th , 12 th , 26 th	12 th , 26 th
October	3 rd , 10 th , 17 th , 24 th	3 rd , 10 th , 17 th , 24 th	3 rd , 10 th , 17 th , 24 th	10 th
November	7 th , 14 th , 21 st , 28 th	7 th , 14 th , 21 st , 28 th	7 th , 14 th , 21 st , 28 th	*14 th
December	5 th , 12 th	5 th , 12 th	5 th , 12 th	12 th

* "Open House" exclusively for the opportunity for presentations, of up to 10 minutes for up to two hours, from organizations or entities that received \$25,000 or more in City funds, to report back on the use and community benefits of those funds.



Council Report

For the Meeting of October 3, 2024

To: Council **Date:** September 27, 2024
From: C. Kingsley, City Clerk
Subject: Business Improvement Area Bylaw, 2024

RECOMMENDATION

That the following bylaw be given first, second, and third readings:

1. Business Improvement Area Bylaw, 2024, No. 24-082

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 24-082.

The issue came before Council on June 13, 2024, where the following resolution was approved:

Downtown Victoria Business Association - Business Improvement Area Renewal Request

That Council proceed with the DVBA's request for a five-year renewal of the Business Improvement Area by way of Council Initiative, Subject to Land Owner Petition Against.

Respectfully submitted,

Curt Kingsley
City Clerk

Report accepted and recommended by the City Manager

List of Attachments:

- Bylaw No. 24-082

BUSINESS IMPROVEMENT AREA BYLAW, 2024

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to establish a Downtown Victoria Business Improvement Area and Service, to grant money and levy local service tax for that purpose.

Contents

1	Title
2	Definitions
3	Designation of business improvement area
4	Downtown Victoria Business Improvement Area Service
5	Grant of money for business improvement area service
6	Local service tax levy
7	Payment of the grant money
8	Use of the grant money
9	Annual budget approval by Council
10	Conditions of the grant
11	Reporting requirements and inspections
12	Notice of DVBA meetings
13	City representative at the board of directors meetings
14	Special provisions in the event of discontinuation of service
15	Commencement
Schedule A – Map of business improvement area	

Under its statutory powers, including section 215 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 “Business Improvement Area Bylaw, 2024”.

Definitions

- 2 In this Bylaw,

"BIA" means the business area designated as the Downtown Victoria Business Improvement Area under section 3;

"business promotion scheme" means:

- (a) carrying out studies or making reports respecting the BIA,

- (b) the improving, beautifying, or maintaining streets, sidewalks, or municipally owned land, buildings, or structures in the BIA,
- (c) removing graffiti from buildings and other structures in the BIA,
- (d) conserving heritage property in the BIA, and
- (e) encouraging business in the BIA;

“City” means the Corporation of the City of Victoria;

“Collector” means the City officer assigned responsibility as collector of taxes for the City;

“Director” means the City’s Director of Finance;

“Downtown Victoria Business Improvement Area Service” means the local service established under section 4;

“DVBA” means the Downtown Victoria Business Association;

"taxable property" means land and improvements within the BIA that are classified as Class 5 [*light industry*] or 6 [*business and other*] property class, under the *Prescribed Classes of Property Regulation* BC Reg. 438/81, and that are not exempt from paying municipal property taxes under the *Community Charter*, SCB 2003, c. 26.

Designation of business improvement area

- 3 That part of the City that is shown as “Business Improvement Area” on the map in Schedule A is designated as a business improvement area to be known as the Downtown Victoria Business Improvement Area.

Downtown Victoria Business Improvement Area Service

- 4 The Downtown Victoria Business Improvement Area Service is established to provide for the planning and implementation of a business promotion scheme.

Grant of money for business improvement area service

- 5 Between 2025 and 2029, Council may, by resolution, grant up to a total amount of \$9,927,770 to the DVBA in accordance with the following maximum grants for each year indicated:
 - (a) \$1,832,936 for the year 2025;

- (b) \$1,906,253 for the year 2026;
- (c) \$1,982,503 for the year 2027;
- (d) \$2,061,803 for the year 2028; and
- (e) \$2,144,275 for the year 2029.

Local service tax levy

- 6**
- (1) Local service taxes in the amounts that will recover the amounts set out in section 5 must be imposed by bylaw in each of the years indicated in section 5 (a) to (e).
 - (2) The local service taxes under this section must be included in the City's real property tax roll for the years indicated in section 5 and are payable to and collected by the Collector in the same manner as other rates shown on the real property tax roll.
 - (3) In the event the City is unable to collect the total taxes imposed under subsection (1) in any year, as a result of reduction in the assessed value of a taxable property following an assessment appeal, or due to any other eventuality that is beyond the City's control, and that results in a shortfall of tax revenue in relation to a grant to the DVBA, the City may in the following year levy against the taxable properties an increase amount equal to the aforesaid shortfall.

Payment of the grant money

- 7**
- (1) The Director may pay to the DVBA the amount imposed and collected in each year pursuant to section 6.
 - (2) Subject to subsection (3), payments pursuant to subsection (1) shall be made in two instalments on February 15 and July 31 of each year indicated in section 5.
 - (3) The Director may withhold any of the payments under this section if, the DVBA has not complied with the grant conditions in section 10, or Council has not approved the DVBA's budget pursuant to section 9.
 - (4) At the request of the DVBA, made within 10 business days of being notified of the Director's decision to withhold payment under subsection (3), Council may reconsider the Director's decision and:
 - (a) confirm the Director's decision and withhold payment; or

- (b) overturn the Director's decision and authorize payment in whole or in part, subject to any conditions that Council considers appropriate.
- (5) Any money collected pursuant to section 6 and withheld from the DVBA pursuant to this section must be:
 - (a) applied to reduce the local service tax levied in the following year; or
 - (b) transferred to a City reserve fund intended for capital improvements within the BIA.

Use of the grant money

- 8** All money granted to the DVBA pursuant to this Bylaw must only be used for a business promotion scheme in accordance with an annual budget approved by Council in accordance with section 9.

Annual budget approval by Council

- 9**
 - (1) On or before November 30 in each year, the DVBA must submit to the City its proposed budget for the following year.
 - (2) The proposed DVBA budget must:
 - (a) be based on a fiscal year beginning on January 1;
 - (b) contain information in sufficient detail to describe all anticipated expenses and revenues;
 - (c) clearly indicate the proposed use of all funds received from the City in accordance with this Bylaw, including any unspent funds from the previous year;
 - (d) be approved by the DVBA's board of directors prior to its submission to the City; and
 - (e) be approved by the DVBA membership at the annual general meeting.
 - (3) For clarity, if the DVBA annual general meeting is held after the submission of the proposed budget to the City, subsection (2)(e) is satisfied if the proposed budget is approved by the DVBA membership after its submission to the City.
 - (4) Before January 15 of each year indicated in section 5, Council must consider the proposed DVBA budget and may:

- (a) approve the budget as submitted;
 - (b) request additional information or clarification from the DVBA; or
 - (c) reject the proposed budget if, in Council's opinion, it does not adequately achieve the objectives of the business promotion scheme.
- (5) If Council rejects the proposed budget, the DVBA may, within 30 days, resubmit a new proposed budget that, in addition to meeting the requirements of subsection (2), addresses Council's concerns and Council must promptly consider the revised proposed budget in accordance with subsection (4).

Conditions of the grant

10 All the money granted pursuant to the Bylaw is subject to the following conditions:

- (a) the DVBA must have as one of its aims, functions, or purposes the planning and implementation of the business promotion scheme;
- (b) the money granted under this Bylaw may only be expended by the DVBA;
- (c) the money granted under this Bylaw may only be expended in accordance with the budget approved pursuant to section 9, unless expressly authorized by Council;
- (d) the DVBA must strictly comply with the reporting and inspection requirements in section 11;
- (e) if not required for the DVBA's immediate use, money granted under this Bylaw must be invested only in securities in which trustees are authorized by law to invest;
- (f) the DVBA must keep separate from any other accounts the account or accounts used for money granted under this Bylaw;
- (g) the DVBA must maintain a policy of comprehensive general liability insurance in the amount of \$5,000,000 that:
 - (i) names the City as an additional insured,
 - (ii) contains a cross coverage provision, and
 - (iii) contains an endorsement to provide the Director with 30 days notice of change or cancellation;
- (h) the DVBA must not alter or approve amendments to its constitution or bylaw without providing the Director with:

- (i) at least two months' notice of the DVBA's intention to do that, and
- (ii) the substance of the proposed alteration or amendment;
- (i) the DVBA constitution and bylaws must provide for the return of the grant money to the City in the circumstances set out in section 14(1);
- (j) the DVBA must not charge an annual membership fee of more than \$5.00; and
- (k) the DBVA must not carry out any borrowing, that results in an indebtedness or other obligation as to money granted under this Bylaw, extending beyond the fiscal year in which that money was granted.

Reporting requirements and inspections

- 11**
- (1) Every three months following the approval of the DVBA's budget by Council, the DVBA must submit to the Director the DVBA's current statement of revenues and expenditures and such other financial information that the Director may request.
 - (2) On or before March 31 of every year, the DVBA, at its own expense, must cause its auditor to prepare and deliver to the Director audited financial statements of the DVBA, including:
 - (a) a balance sheet;
 - (b) a statement of revenue and expenditures;
 - (c) a statement of change in financial position;
 - (d) a schedule of change in financial reserves; and
 - (e) such other documents that the Director may request.
 - (3) The Director, or the Director's representative, may inspect, during regular business hours and on reasonable notice, all of the DVBA's financial records, including:
 - (a) records of accounts;
 - (b) receipts;
 - (c) invoices; and
 - (d) any other financial position records that the Director, or the Director's representative, considers to be necessary for the purpose of verifying and

obtaining further particulars of the budget and any financial statements of the DVBA as they relate to the money granted under this Bylaw,

and the DVBA must cooperate with and assist the Director, or the Director's representative, in obtaining access to such records.

- (4) No less than seven days before the date of a general meeting of the DVBA, the DVBA must deliver to the Director a declaration that all persons eligible to be DVBA members were notified of the general meeting.
- (5) Within 30 days after a meeting, the DVBA must deliver to the Director copies of the minutes of every:
 - (a) DVBA general meeting; and
 - (b) DVBA board of directors meeting.

Notice of DVBA meetings

- 12** (1) The DVBA must give notice, in accordance with this section, of any general meeting to:
 - (a) the Director;
 - (b) all persons who own taxable property; and
 - (c) all persons who lease or occupy taxable property and from which they carry on a business.
- (2) Notice under subsection (1) must be given at least:
 - (a) 14 days in advance if delivered by hand or facsimile; or
 - (b) 21 days in advance if delivered by any other means.
- (3) Notice under subsection (1)(b) may be delivered to the address shown in the most recent property tax roll of the City.
- (4) Notice under subsection (1)(c) may be delivered to the address as determined by:
 - (a) business directories;
 - (b) visual inspection; or
 - (c) any other information system agreed to by the Director.

City representative at the board of directors meetings

- 13** (1) The Director, or the Director's representative, may attend all meetings of the DVBA board of directors and shall be given an opportunity to make presentation to the board of directors regarding City's activities relevant to the DVBA and ask questions about the DVBA's activities, including the implementation of the business promotion scheme.
- (2) The DVBA must give the Director at least seven days' notice prior to any meeting of its board of directors, including a copy of the proposed agenda and any materials that will be considered by the board of directors.
- (3) For clarity, the Director, or the Director's representative, is not a member of the DVBA board of directors and shall not vote at the board meeting.

Special provisions in the event of discontinuation of service

- 14** (1) This section applies in the event:
- (a) the DVBA is dissolved or becomes insolvent;
 - (b) Council does not approve the DVBA's proposed budget or the revised budget submitted pursuant to section 9(5);
 - (c) two consecutive payments are withheld pursuant to section 7; or
 - (d) the Downtown Victoria Business Improvement Area Service is not continued beyond the years indicated in section 5.
- (2) Any grant money received by the DVBA under this Bylaw that remains unspent must be returned to the City of Victoria after the payment of any debts lawfully incurred by the DVBA in relation to a business promotion scheme.
- (3) Notwithstanding termination of the Downtown Victoria Business Improvement Area Service or that no new grants are payable to the DVBA, a local service tax levy may be levied for one additional year to recover any shortfall described in section 6(3).

Commencement

- 15** This Bylaw comes into force on adoption.

READ A FIRST TIME the _____ day of _____ 2024

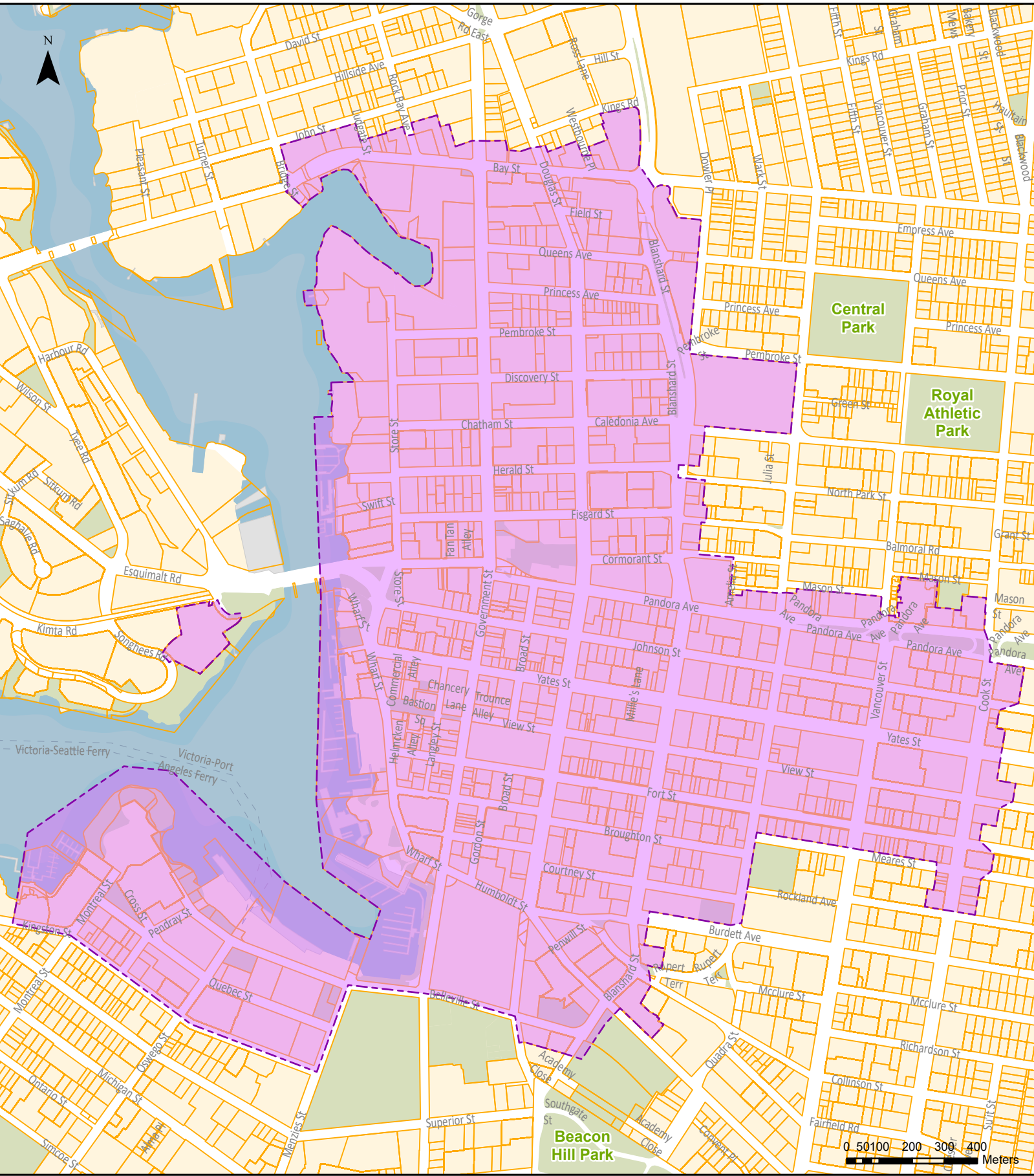
READ A SECOND TIME the _____ day of _____ 2024

READ A THIRD TIME the	day of	2024
ADOPTED on the	day of	2024

CITY CLERK

MAYOR

Schedule A – Map of Downtown Victoria Business Improvement Area



 Business Improvement Area

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R-115 Zone, Manchester Multiple Dwelling District, and to rezone land known as 624 and 628 Manchester Road from the R1-B Zone, Single Family Dwelling District to the R-115 Zone, Manchester Multiple Dwelling District.

The Council of The Corporation of the City of Victoria in an open meeting enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1312)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule “B” under the caption PART 3 – MULTIPLE DWELLING ZONES by adding the following words:

“3.154 R-115 Manchester Multiple Dwelling District”.
- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule “B” after Part 3.153 the provisions contained in Schedule 1 of this Bylaw.
- 4 The lands known as 624 and 628 Manchester Road, legally described as:
(a) PID: 007-867-441
LOT 29, BLOCK 1, SECTION 4, VICTORIA DISTRICT, PLAN 1134, and
(b) PID: 007-867-450
LOT 30, BLOCK 1, SECTION 4, VICTORIA DISTRICT, PLAN 1134,
and shown hatched on the attached map, are removed from the R1-B Zone, Single Family Dwelling District, and placed in the R-115 Zone, Manchester Multiple Dwelling District.

READ A FIRST TIME the	23rd	day of	November	2023
READ A SECOND TIME the	23rd	day of	November	2023
AMENDED the	14th	day of	December	2023
Public hearing held on the	14th	day of	December	2023
READ A THIRD TIME the	14th	day of	December	2023
ADOPTED on the		day of		2024

CITY CLERK

MAYOR

PART 3.154 – R-115 ZONE, MANCHESTER MULTIPLE DWELLING DISTRICT**3.154.1 Permitted Uses in this Zone**

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

- a. Single family dwelling, subject to the regulations set out in Part 1.2 of the Zoning Regulation Bylaw
- b. Two family dwelling, subject to the regulations set out in Part 2.1 of the Zoning Regulation Bylaw
- c. Multiple dwelling, subject to the regulations set out in this Part
- d. Accessory building, subject to the regulations set out in Schedule “F”
- e. For certainty, secondary suites, garden suites, roomers, or boarders are only permitted as an accessory use to a single family dwelling and in accordance with Part 1.2 of the Zoning Regulation Bylaw

3.154.2 Lot Area, Number of Buildings

- a. Lot area (minimum) 1,018.12 m²
- b. Notwithstanding Section 19 of the General Regulations, more than one building is permitted on a lot subject to the regulations in this Part

3.154.3 Community Amenities

- a. As a condition of additional density pursuant to Part 3.115.4 the following monetary contributions, as adjusted pursuant to Part 3.115.3 b. and c. must be provided as community amenities:
 - i. \$9,480.89 to the Victoria Housing Reserve Fund, and
 - ii. \$22,121.96 to the Local Amenities Reserve Fund
- b. Until the amenity contributions identified in Part 3.115.3.a. are paid in full, they shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw 23-076 is adopted and each year thereafter, by adding to the base contribution amounts in Part 3.115.3.a. an amount calculated by multiplying that base contribution as of the previous January 1 by the annual percentage increase in the CPI for the most recently published 12-month period.
- c. For the purposes of this Part 3.115.3, “CPI” means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

3.154.4 Floor Space Ratio

- a. Floor space ratio where the amenities have not been provided pursuant to Part 3.115.3 (maximum) 0.5:1
- b. Floor space ratio where the amenities have been provided pursuant to Part 3.115.3 (maximum) 1.17:1

PART 3.154 – R-115 ZONE, MANCHESTER MULTIPLE DWELLING DISTRICT**3.154.5 Height, Storeys**

- | | |
|-------------------------------------|---------|
| a. <u>Building height</u> (maximum) | 11.40 m |
| b. <u>Storeys</u> (maximum) | 3 |

3.154.6 Setbacks, Projections

- | | |
|---|--------|
| a. <u>Front yard setback</u> (minimum) | 6.0 m |
| b. Except for the following maximum projections into the setback: | |
| i. porch | 2.50 m |
| ii. stairs | 1.40 m |
| c. <u>Rear yard setback</u> (minimum) | 6.00 m |
| d. <u>Side yard setback</u> from interior lot lines (minimum) | 2.50 m |

Except for the following maximum projections into the setback:

- | | |
|--------------------|--------|
| i. bicycle storage | 0.00 m |
|--------------------|--------|

3.154.7 Site Coverage, Open Site Space

- | | |
|-------------------------------------|---------|
| a. <u>Site Coverage</u> (maximum) | 61.50 % |
| b. <u>Open site space</u> (minimum) | 19 % |

3.154.8 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" |

SCHEDULE TO BYLAW 24-050								
COLUMN A	COLUMN B	COLUMN C	COLUMN D		COLUMN E			
OWNER/OCCUPIER	FOLIO	TERM	PID	LEGAL DESCRIPTION	PORTION OF LAND EXEMPT FROM TAXATION	PORTION OF LAND TAXABLE	PORTION OF IMPROVEMENTS EXEMPT FROM TAXATION	PORTION OF IMPROVEMENTS TAXABLE
NON-PROFIT EXEMPTIONS								
Greater Victoria Lifetime Network Society	09660030	2025	000-395-218	BLOCK 17 PLAN 240 SECTION 4 VICTORIA N PT LOT 10 & S PT LOT 11	100%	0%	100%	0%
Greater Victoria Lifetime Network Society	10744005	2025	004-370-091	LOT B, SECTION 4, VICTORIA, PLAN 14112	100%	0%	100%	0%
La Société francophone de Victoria	01064013	2025	032-107-412	LOT A LOTS 1622 AND 1623 VICTORIA DISTRICT PLAN EPP133545	Remainder of land exempted	All land associated with the taxable improvements	Remainder of improvements exempted	1,207 sq. ft. being unit 1A, 1,291 sq. ft. being unit 3A, 470 sq. ft. being unit 3B and 694 sq. ft. being unit 3C
Pacifica Housing Advisory Association	01517154	2025	023-060-085	LOT A PLAN VIP61199 VICTORIA SUBURBAN LOT 4	100%	0%	100%	0%
Pacifica Housing Advisory Association	01517162	2025	025-519-671	LOT A, SUBURBAN LOT 4, VICTORIA, PLAN 74422	All land in the Class 1 Assessment associated with the exempt improvements 100% of Class 6 Assessment 100% of Class 8 Assessment	All land in the Class 1 Assessment associated with the taxable improvements	100% of the 15 residential units reserved by VIHA for their exclusive use. 100% of the 5 residential one bedroom units reserved by Pacifica Housing Advisory Association for the Streets to Homes Program 100% of the Class 6 Assessment 100% of the Class 8 Assessment	Remainder of improvements in the Class 1 Assessment taxable
Victoria Edelweiss Club, German Canadian Cultural Society of Victoria	02108019	2025	009-322-850	LOT A SECTION 28 VICTORIA PLAN VIP71 (DD E28488), BECKLEY FARM	100% of Class 8 Assessment	100% of Class 1 Assessment	100% of Class 8 Assessment	100% of Class 1 Assessment
PLACE OF WORSHIP EXEMPTIONS								
Anglican Church of St. Barnabas	07428001	2025	008-676-810	LOT 5, BLOCK 7, SECTION 75, VICTORIA DISTRICT, PLAN 757 EXCEPT PARCEL A (DD 75923I) AND EXCEPT PART IN PLAN 30149	100%	0%	100%	0%
BC Muslim Association	07507038	2025	028-642-481	LOT A SECTION 3 VICTORIA PLAN EPP13813	100%	0%	100%	0%
Victoria Truth Centre	08590055	2025	005-441-757	LOT 2 PLAN 8748 VICTORIA SECTION 29/30, SEC 339 LGA	100%	0%	100%	0%



**Council Report
For the Meeting October 3, 2024**

To: Council **Date:** September 24, 2024
From: Curt Kingsley, City Clerk
Subject: Short Term Rental Business Licence Appeal for 3150 Balfour Avenue

RECOMMENDATION

That Council either grant or deny the Short-Term Rental Business Licence Appeal for the short-term rental unit at 3150 Balfour Avenue.

EXECUTIVE SUMMARY

This report presents documents from an Appellant and the City's Licence Inspector for Council's consideration under the Short-term Rental Business Licence Appeal Process Policy.

The Short-term Rental Regulation Bylaw (Attachment A) 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.

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 (Attachment B) contains a process for an Appellant to seek an opportunity to be heard by Council for a denied business licence in accordance with the *Community Charter*, section 60(5). 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 (Attachment C)

4. The Licence Inspector makes a written submission in response to the Appellant (Attachment D)
5. An Appellant may also make a written submission in response to the Licence Inspector's reasons for denial of the Licence (Attachment 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 Inspector's denial of the Licence 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 operator at 3150 Balfour Avenue of a short-term rental unit was denied a principal resident operator licence and has exercised the Community Charter right to have council reconsider the matter. The submissions of both the operator and the Licence Inspector are attached as noted above.

Respectfully submitted,

Curt Kingsley
City Clerk

Report accepted and recommended by the City Manager.

Attachments

Attachment A - Short-Term Rental Regulation Bylaw
Attachment B - Short-term Rental Business Licence Appeal Process Policy
Attachment C - Appellant's Submission
Attachment D - Licence Inspector's Response to Appellant's Submission
Attachment E - Appellant's Response to the Licence Inspector

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 rental 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

- 4 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

- 5 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 ensure 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 by 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

- 8 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

- 9 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	22nd	day of	February	2018
READ A SECOND TIME the	22nd	day of	February	2018
READ A THIRD TIME the	22nd	day of	February	2018
ADOPTED on the	8th	day of	March	2018

“CHRIS COATES”
CITY CLERK

“LISA HELPS”
MAYOR

SHORT-TERM RENTAL REGULATION BYLAW, AMENDMENT BYLAW (NO. 1)

A BYLAW OF THE CITY OF VICTORIA

The purpose of this bylaw is to amend the *Short-Term Rental Regulation Bylaw* to better align it with the *Short-Term Rental Accommodations Act*, clarify the meaning of various terms, and provide for more effective administration and enforcement of that bylaw.

Contents

- 1 Title
- 2 Amendments
- 3 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, Amendment Bylaw (No. 1)”.

Amendments

- 2 The Short-Term Rental Regulation Bylaw No. 18-036 is amended

(1) in section 2 by:

- (a) inserting the following new definitions in appropriate locations according to the alphabetical order of the definitions:
 - (i) “dwelling unit” has the same meaning as in the *Zoning Regulation Bylaw*;”,
 - (ii) “host” means the person who, either on their own behalf, or on behalf of the owner or occupier, arranges to offer premises for a short-term rental and includes anyone who manages advertising, booking, guest services, property maintenance, or other services related to short-term rental;”,
 - (iii) “platform service provider” has the same meaning as in the *Short-Term Rental Accommodations Act*;”, and
 - (iv) “strata hotel” has the same meaning as in the *Zoning Regulation Bylaw*;”, and

- (b) deleting the definitions of “operator”, “principal residence”, and “short-term rental” and replacing them with the following:
 - (i) “ “operator” means a person who rents out, or offers for rent, any premises for short-term rental, and includes the owner, occupant, host, or manager of the premises offered as short-term rental, but does not include a platform service provider;”,
 - (ii) “ “principal residence” means the residence in which an individual resides for a longer period of time in a calendar year than any other place;”, and
 - (iii) “ “short-term rental” means the renting of a dwelling unit, or any part of it, for a period of less than 30 nights and includes strata hotels and vacation rentals but does not include time-shares when occupied by a time-share owner;”,
- (2) in section 3 by
 - (a) deleting subsection 2(e) and replacing it with the following:
 - “(e) provide evidence, satisfactory to the Licence Inspector, that the premises where the short-term rental will be operated are the operator’s principal residence.”, and
 - (b) deleting subsection (3) and replacing it with the following:
 - “(3) The licence fee for the purposes of subsection (2)(b) is \$150.”,
- (3) in section 6 by
 - (a) deleting subsection (1) and renumbering subsections (2) through (5) as new subsections (1) through (4), and
 - (b) deleting in the renumbered subsection (2) the words “subsection (5)” and replacing them with “subsection (4)”,
- (4) in section 7(1) by inserting immediately after “this Bylaw,” the words “Bylaw Notice Adjudication Bylaw,”, and
- (5) by repealing section 10 and amending the table of contents accordingly.


Commencement

- 3** This bylaw comes into force on adoption.

READ A FIRST TIME the	25th	day of	July	2024
READ A SECOND TIME the	25th	day of	July	2024
READ A THIRD TIME the	25th	day of	July	2024
ADOPTED on the	1st	day of	August	2024

“CURT KINGSLEY”
CITY CLERK

“MARIANNE ALTO”
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

- 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.
- b. 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

April 1, 2024

Bylaw & Licensing Services
Legislative & Regulatory Services Department
City of Victoria
1 Centennial Square, Victoria BC V8W 1P8

Re: 3150 Balfour Ave – Letter of Appeal

I received your letter dated March 12, 2024 regarding the decision to decline my renewal application for a 2024 short-term rental license application for the property located at 3150 Balfour Avenue. I am writing this letter to appeal the decision made by the City of Victoria.

As per your letter dated March 12, 2024, the reason for my application being denied is due to the proposed space as my principal dwelling unit and that I am operating beyond the occasional use exception as a home occupation. I can confirm that the property located at 3150 Balfour Ave is my primary residence.

At the time of the inspection performed by Lauren Carr on February 6, 2024, I was asked about my vacations and time away from my primary residence for the year of 2024. I had difficulties answering as I was unsure of what exact schedule and vacations would look like for the entire year at that point in time. Since then and due to personal reasons, I have now shifted my lifestyle to ensure my work and personal time are located within the South Island. My partner and designated responsible person, Mandy Doxtator, is also present and available.

To rectify additional issues noted by your team, I have recently hired a contractor to remove the bar area (including sink, counter, cabinets, dishwasher and fridge) from my personal space located on the bottom floor. I have also now secured my personal space with locking deadbolts, as Lauren Carr mentioned that it is a great idea to keep personal space(s) secured. Please see attached to this letter the updated property plans and updated pictures of the changes to my personal space. As well, I have updated the advertisement reflecting the specific areas within and on the property which guests have access to.

As recommended by your team, I have consulted with the City of Victoria Building Permit Department. This department requested changes be made to the property located at 3150 Balfour Ave which included the following:

- Building permit to be pulled to update property drawings and plumbing permit

- Increase the size of the main water line from the street to the house
- Complete electrical safety survey of all electrical work completed on the house
- Complete plumbing survey of all plumbing work completed on the house

The building permit is currently in process and I'm working with the Building Permit Department to satisfy their inquiries. The main water line was completed at the end of 2023, which resulted in excess costs due to excavation and plumbing fees, but I was unable to obtain an inspection until March 2024 due to the significant winter disasters that plumbing companies were dealing with. All electrical in the house has been inspected and passed based on current Canadian electrical codes. The plumbing permit will have to be pulled once the building permit is in motion, according to the plumbing inspector. I have paid for all the appropriate permits that have been pulled and completed at this time.

When I spoke with Lauren Carr (inspector), I told her that I have used AirBNB and VRBO in the past and met with great hosts. I always love to show my friends and family that visit Victoria of its beauty and Westcoast lifestyle. I have passed on all my knowledge and local insight to any guests that I host. Victoria has just so many beautiful features and hidden treasures that everyone should enjoy when they come to visit. Tourism is Victoria's largest income revenue so it's amazing to meet with new and returning guests in our amazing city.

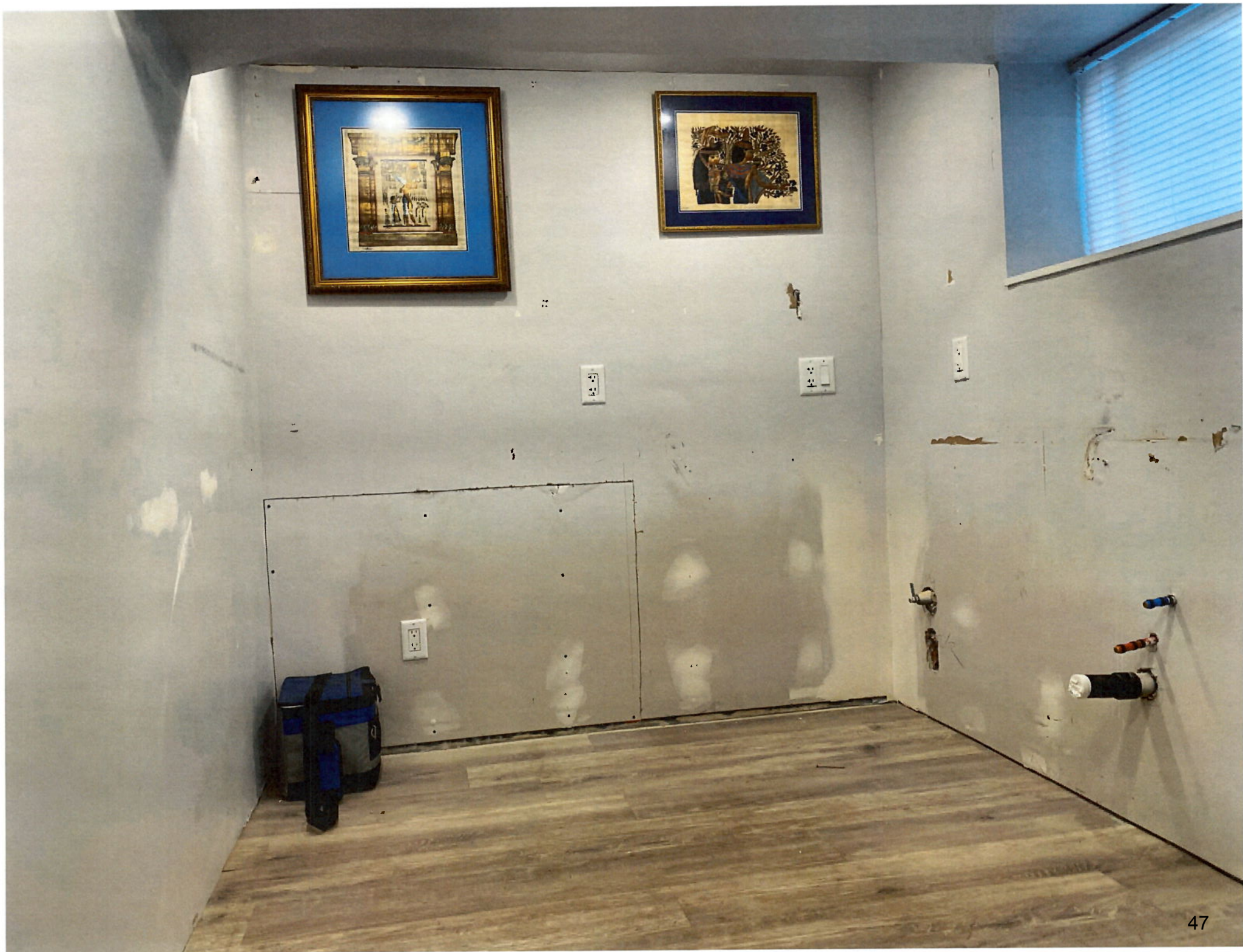
I trust that I have now met all the requirements to obtain a 2024 short-term rental license for the property located at 3150 Balfour Ave and formally request a review of the original decision to decline my application.

If you have any questions or further concerns, I am available to discuss them with you and can be reached via phone or email

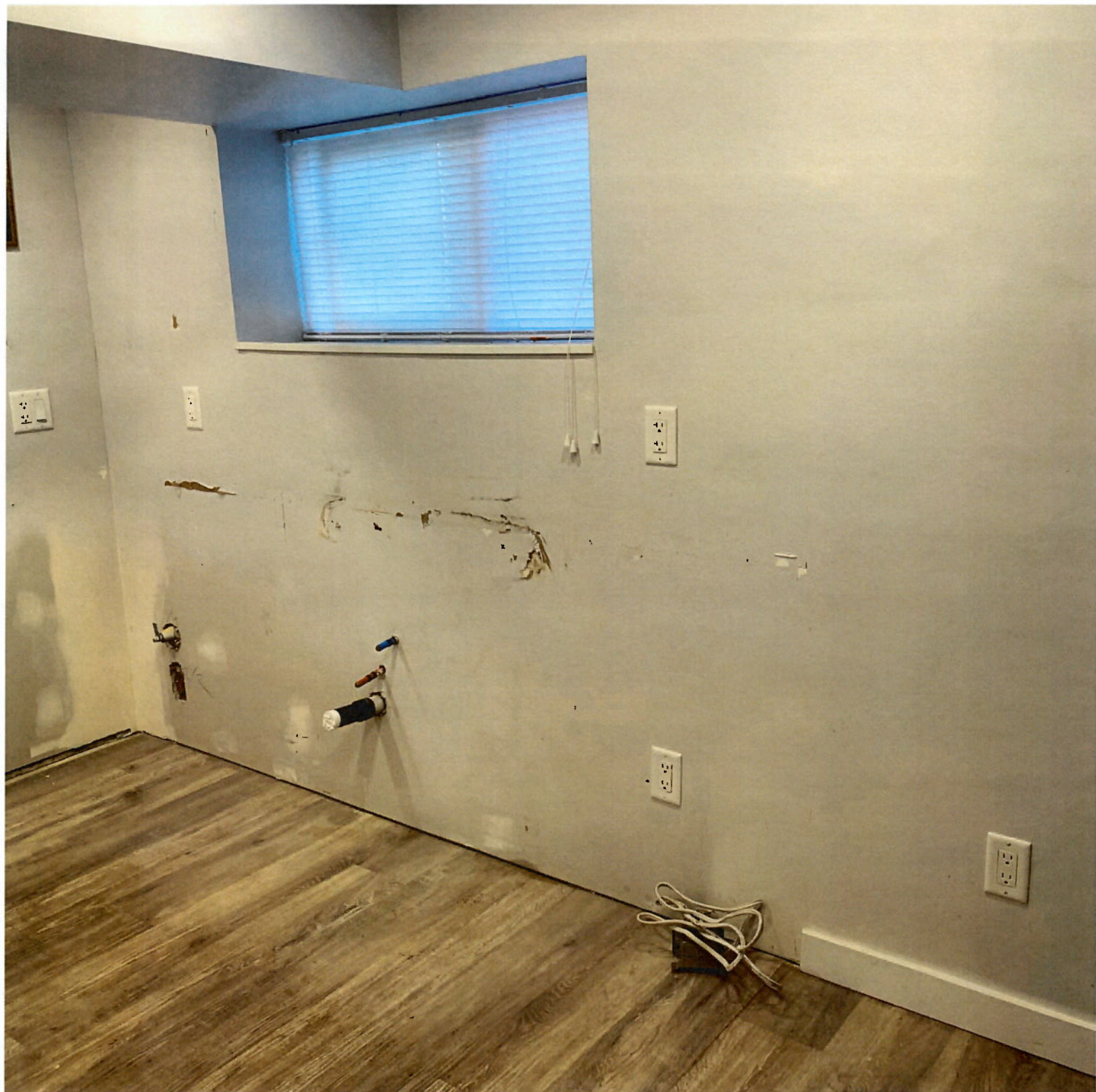
I look forward to hearing from your team.

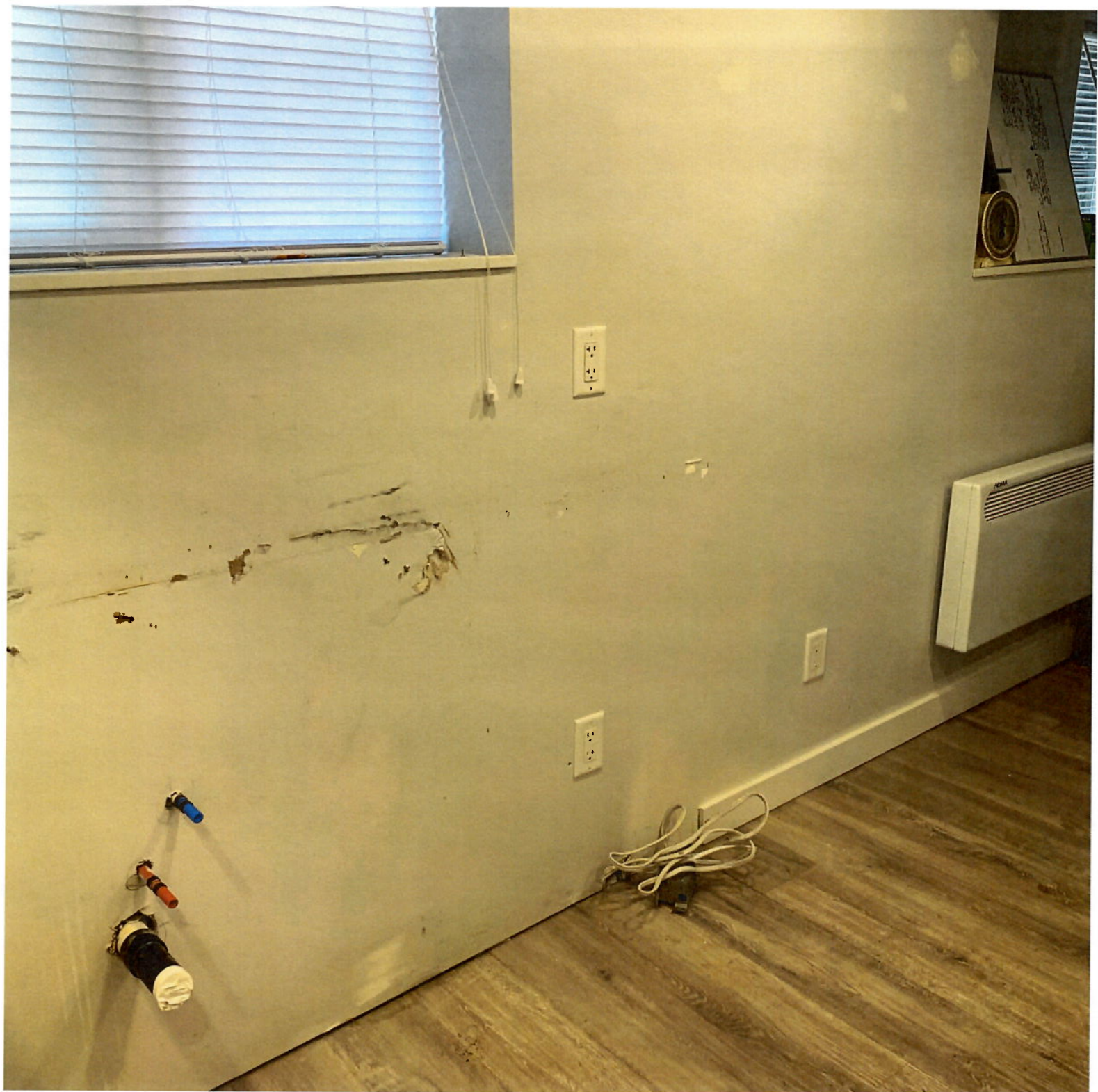
Kind Regards,

Bryan Dobinson









Business Licence (Short-term Rental) Appeal re 3150 Balfour Avenue

Submission of the Licence Inspector

I. Introduction

1. This is an appeal from the decision of the Licence Inspector to refuse to issue a business licence to Bryan Dobinson (the “appellant”), for the operation of a short-term rental at 3150 Balfour Avenue.
2. The business licence was denied pursuant to section 4(b) of the Short-term Rental Regulation Bylaw, which states:
 1. *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 failed to comply with section 3; or*
 - (b) *the short-term rental operation would contravene a city bylaw or another enactment.*
3. 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.
4. On a reconsideration such as this, Council can apply its own judgement and may either uphold the decision to refuse the licence or grant the licence.

II. Summary

The appellant was granted a short-term rental licence in 2023 based on his business plan to offer two bedrooms in compliance with City regulations. However, it has since become clear that his intent was to offer the entire upper level year-round. This intention is evidenced by his actions, including constructing a wall to create a self-contained unit and his continued unlicensed operations. The appellant’s continuous disregard for the regulations and persistent misrepresentation to staff demonstrate a clear willingness to evade the rules and operate in non-compliance. There is evidence suggesting that the appellant lives and works in Alberta or with his girlfriend in Saanich, however, it is not the Licence Inspector’s responsibility to verify an individual’s residence. What is required under City regulations is proof, satisfactory to the Licence Inspector, that the premises where the short-term rental occurs is the operator’s principal residence. The licence was denied because it is evident that the upper level at 3150 Balfour Avenue is not the appellant’s principal residence and intends to be a full time short-term rental business.

III. Facts

5. The appellant Bryan Dobinson has owned the property at 3150 Balfour Avenue since August 23, 2019.
6. The property is zoned R1-B (Single Family Dwelling District).
7. Neither transient accommodations nor short-term rentals have ever been permitted use under the R1-B zone. The offering of short-term rentals is only permitted as a 'home occupation' under Schedule 'D'.
8. On July 19, 2023, the appellant Bryan Dobinson applied for a 2023 business licence to operate a short-term rental as a principal resident operator at 3150 Balfour Avenue.
9. On August 5, 2023, Bylaw Officer Halkett inspected the home. The purpose of the inspection was to understand the layout of the home and business plan for a potential short-term rental. Bylaw Officer Halkett was led through the inspection by the appellant Bryan Dobinson. Bylaw Officer Halkett entered the home through a door that led into the kitchen. The inspection revealed a one floor dwelling unit with three bedrooms. The appellant informed Bylaw Officer Halkett he would be residing in the smallest bedroom and offering the two larger bedrooms to guests while he was home. The appellant stated he would lock off the small bedroom and the pantry should he be away while renting. The appellant informed Bylaw Officer Halkett he would only rent on weekends as he works during the week.
10. On August 11, 2023, Bylaw Officer Halkett reviewed the building plans for 3150 Balfour Avenue and identified possible work without permit. The building plans indicated a stairwell should be present beside the pantry in the dwelling unit; however, no stairwell was observed during the inspection, suggesting that a wall had been constructed in its place. The plans also revealed the home had a lower level [Appendix C].
11. On September 5, 2023, Bylaw Officer Halkett met the appellant outside of 3150 Balfour Avenue to reinspect the home. The appellant directed Bylaw Officer Halkett to an entrance on the opposite side of home from the door previously accessed during the August 5 inspection. Upon the appellant opening the door, Bylaw Officer Halkett immediately observed a split-level entrance with a wall constructed at the top of the stairs, which obstructed access to the upper level, the space previously inspected on August 5. The appellant escorted Bylaw Officer Halkett into the lower level and repeatedly referred to the space as his 'office'. The lower level contained a kitchen, living area, bathroom and large storage room.

12. On September 7, 2023, Bylaw Officer Halkett informed the appellant his business licence application could not move forward due to the significant amount of unpermitted work and safety concerns.
13. Between September 7 – October 25, 2024, City assessed the results of the second inspection and identified multiple instances of unpermitted work. It was determined by staff that if the immediate safety concerns were addressed, the application could proceed with the understanding that the appellant would continue to complete the required permits. Staff informed the appellant of the required actions to ensure safety and bring the property into compliance. The appellant agreed and removed the wall at the top of the stairwell, which was confirmed by staff during a subsequent inspection [Appendix C].
14. On November 8, 2023, the application for 2023 Principal Resident Short-Term Rental Licence was reviewed in full, including the results of the inspections on August 5 and September 5, 2023. It was determined that the appellant's business plan to offer short-term rentals at 3150 Balfour Ave was eligible under the *Short-Term Rental Regulation Bylaw* and *Zoning Regulation Bylaw*.
15. On November 8, 2023, the licence was approved for 3150 Balfour Avenue and the appellant was notified, with the condition that the appellant must continue to address the unpermitted work in the home.
16. On November 16, 2023, city staff identified an Airbnb listing for 3150 Balfour Avenue, advertising the 'Entire Home', an accommodation for six guests with 3 beds, hosted by the appellant. The calendar showed full availability for the rest of 2023 and into 2024, and a 1-night minimum stay [Appendix D].
17. On December 4, 2023, city staff identified a classified advertisement for an Airbnb cleaner at 3150 Balfour Avenue. Tasks included verifying inventory and restocking supplies between guests [Appendix E].
18. On December 4, 2023, city staff reviewed the appellants Airbnb listing offering the 'Entire Home' and observed a fully available calendar for 2024 [Appendix F].
19. On January 9, 2024, the appellant applied for a 2024 Principal Resident Short-Term Rental Licence [Appendix G].
20. On January 30, 2024, during communications with the appellant regarding scheduling an inspection, staff requested the appellant change his listing to comply with the regulations, informing him he was operating without a valid licence [Appendix H-I].
21. On February 6, 2024, Bylaw Officer Carr inspected the home. The purpose of the inspection was to understand the layout of the home and business plan for a potential short-term rental. Bylaw Officer Carr was met by the appellant and his girlfriend Mandy

Doxtator. The appellant declared Mandy Doxtator as the designated responsible person on the application form and stated her principal residence is a home in Esquimalt [Appendix J-L].

22. During the inspection of the home, Bylaw Officer Carr entered the upper level through the side entrance door and observed the keypad was labelled with instructions for guests. Bylaw Officer Carr noted several other items within the upper floor were labelled. The appellant informed Bylaw Officer Carr he planned to offer the two larger rooms while he resided in the small bedroom. The lower level contains a kitchen, living room and bathroom, which can be accessed through the main door. The appellant informed Bylaw Officer Carr the lower level, which he referred to as his 'office', would not be available to guests. Additionally, the appellant stated the whole home would be offered up to six times a year for 1-2 weeks periods, while he is working at 'camp' in Alberta. The appellant also informed Bylaw Officer Carr if he left for vacation, he would continue to rent the room while away [Appendix J-L].
23. On February 7, 2024, the appellant contacted Bylaw Officer Carr stating after discussion with his partner, Mandy Doxtator, he wanted to speak with Bylaw Officer Carr about the business plan he provided and ensure there was no confusion [Appendix M].
24. On February 7, 2024, Bylaw Officer Carr received a phone call from the appellant. During the call the appellant informed Bylaw Officer Carr he wished to change his offering of 2-3 minimum nights to 1-night stays. Bylaw Officer Carr asked the appellant if the home was his principal residence, the appellant affirmed it was. However, the appellant stated he would be working in Alberta once he received a contract but also worked in Victoria [Appendix N].
25. On February 20, 2024, Bylaw Officer Carr obtained open-source data that reflected the appellant has a full-time contract for a company in Alberta since 2022 [Appendix O].
26. On March 8, 2024, the application was reviewed in full including the results of the inspection, internal records, historical compliance and the appellants online advertisement. The review revealed a discrepancy between the appellant's declared business plan of offering two bedrooms while he is home, and his actual business operations. In 2023, the appellant advertised and operated the entire upper floor as a self-contained dwelling, which is prohibited under the licence type. The listing indicated an intention to continue this business plan full-time in 2024. As such, the application failed to satisfy the Licence inspector that the upper dwelling unit was the appellants principal residence.
27. On March 12, 2024, the Licence Inspector advised the appellant that the application for a short-term rental licence at 3150 Balfour Avenue had been rejected as it failed to meet the requirements set out in the *Short-Term Rental Regulation Bylaw* and *Schedule D – Home Occupations*.

IV. Relevant Regulation

28. 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.*

29. The city regulates home based businesses, including principal resident short-term rentals, through *Schedule 'D' – Home Occupations*, which states, in part:

(12) Subject to the following requirements, a short-term rental is permitted as a home occupation in a principal residence.

(1) subject to subsection (2), no more than two bedrooms may be used for short-term rental and the short-term rental cannot occupy an entire self-contained dwelling unit.

30. The City of Victoria regulates the principal resident requirement for a short-term rental through the *Short-Term Rental Regulation Bylaw*, which states in part:

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:

(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;

V. Argument

31. One of the objectives of the City's regulations of short-term rentals was to address the problem of homes being diverted from the long-term market to a vacation rental market. This is the rationale behind the provisions of the zoning bylaw which limit short-term rentals to a) up to two bedrooms within self-contained principal dwelling, with shared spaces and b) the whole home on occasion.

32. In 2023, staff strived to identify a viable approach in supporting the appellant in successfully obtaining a short-term rental licence that aligned with city regulations, and rectify the unpermitted work at the property. This included the appellant being required to remove a wall he had installed to separate the two floors [Appendix C].

33. The 2023 short-term rental application for 3150 Balfour Avenue was approved based on the business plan to offer two bedrooms on the upper level, while the appellant was occupying the third small bedroom. The appellant declared that if the whole home was to be offered while he was away, it would only be during the weekends. Based on the appellants verbal statements and inspection results, it was determined on November 8, 2023, the appellant had an eligible business plan that aligned with City of Victoria regulations.

34. Within eight days of approving the appellant's 2023 short-term rental licence, staff identified the appellants listing offering the 'entire home'. The appellants primary business plan was to move into the small bedroom and offer the two larger rooms while he was home. Additionally, the appellant stated if he were to offer the entire home, it would only be on weekends. However, the appellants listing directly contradicts these statements. The appellant immediately and only ever offered the 'entire home', the upper level as a self-contained dwelling unit, with a fully available calendar at a 1-night minimum stay [Appendix D].

35. Furthermore, it is now evident the appellants intent was always to offer the space as a self-contained dwelling, illustrated by his previous actions of installing a wall to separate the upper and lower levels. This modification, coupled with the appellant's actual

operation at the property, clearly shows the intention was always to offer the space as a self-contained dwelling unit [Appendix C-D, P].

36. The appellants appeal appears to rely on having now removed the kitchen space in the lower level, which he repeatedly claimed to staff was solely used as an 'office', resulting in the upper level becoming his principal residence by default. However, staff have no confidence the removal of the lower kitchen will impact or change the full-time short-term rental on the upper level, given that the appellants previous claims and demonstrations towards the regulations have consistently proven to be misleading.
37. Despite the appellant's claims to Bylaw Officer Carr during the 2024 application, that he would be residing in the small bedroom while hosting guests and offering the whole home for approximately 6-12 weeks a year, his true 2024 short-term rental plans were evident from his listing. The listing showed a 1-night minimum stay for the entire upper floor, available almost every day of the year. The few blocked dates were believed to be guest reservations [Appendix F].
38. Moreover, the appellant's labelling of the entrance and items in the upper level, along with hiring a cleaner to maintain, stock, and manage inventory, is consistent with a full-time short-term rental model [Appendix E, J].
39. The appellants Airbnb listing offering 1-night stays in June 2024, reflects reviews from February and March 2024, confirming he continued to operate unlicensed short-term rentals despite staff requesting compliance with the regulations [Appendix Q].
40. The appellant's appeal relies on the sentiment that he is providing a valuable service for travellers. Nonetheless, enjoyment of hosting and the allure of the city's features do not provide a valid justification for operating outside of the regulations intended to safeguard housing.
41. A fundamental concern is the appellant's consistent disregard for regulations. Given the significant financial incentive of the short-term rental business and the appellant's history of making drastic and unpermitted alterations to his home, the intent is clear. The appellants previous actions, including creative measures to operate a full-time self-contained dwelling, demonstrate a pattern of non-compliance. As a result, staff do not have satisfactory confidence that the appellant's behaviour would change if granted a licence [Appendix C, F, H, Q].
42. The city does require proof of residence documents to process a principal resident short-term rental application. While the documents assist in establishing an applicant's eligibility, they are not solely relied upon to verify a person's principal residence since address changes can be done online without secondary checks. Additionally, many utility bills offer e-billing options, making mailing addresses redundant.
43. The *Short-Term Rental Regulation Bylaw* does not require the Licence Inspector to confirm the appellants specific place of residence. The evidence gathered indicates that

the appellant does not reside in the self-contained dwelling unit on the upper level of 3150 Balfour Avenue. The appellant may have been residing in the lower level, with his partner in her home, in Alberta, or elsewhere. However, the regulation does not require an alternative residence or explanation be provided. The Licence inspector is solely responsible for determining if the applicant has met the requirements of the *Short-Term Rental Regulation Bylaw*.

44. The appellant has constructed a narrative based on misleading and untruthful claims to obscure their true intention of operating a full-time short-term rental, thereby circumventing regulations designed to protect long-term housing.
45. 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 *Short-Term Rental Bylaw, Schedule 'D' – Home Occupation and Zoning Regulation Bylaw*.
46. Therefore, the Licence Inspector submits that this appeal should be dismissed and the decision to refuse a short-term rental business licence for 3150 Balfour Avenue be upheld.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

Dated: August 16, 2024

Mark Fay, Manager of Bylaw and Licensing
Services

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 rental 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

- 4 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

- 5 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 ensure 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 by 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

- 8 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

- 9 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	22nd	day of	February	2018
READ A SECOND TIME the	22nd	day of	February	2018
READ A THIRD TIME the	22nd	day of	February	2018
ADOPTED on the	8th	day of	March	2018

“CHRIS COATES”
CITY CLERK

“LISA HELPS”
MAYOR

Schedule “D”
HOME OCCUPATIONS

	1	Where <u>home occupations</u> are permitted pursuant to the provisions of this bylaw, the following conditions shall apply to the use:
Location	2	For the purposes of a <u>home occupation</u> , the location of a business is the address at which the operations of the business are managed.
Exception	3	A <u>home occupation</u> is not required to be operated wholly within a <u>dwelling unit</u> where the work is undertaken entirely off the <u>lot</u> on which the <u>dwelling unit</u> is located.
Prohibition	4	The sale of goods to customers attending on the <u>lot</u> on which the <u>dwelling unit</u> is located is prohibited.
Permitted Uses	5	<p>The following uses are permitted as <u>home occupations</u>:</p> <ul style="list-style-type: none"> (a) artist studio; (b) mail order, provided that no merchandise is sold to customers attending on the <u>lot</u> on which the <u>dwelling unit</u> is located; (c) making, processing and assembly of products on a small scale; (d) manufacturing agent; (e) personal and professional services, including barber, hairdresser, bookkeeper, medical therapy; (f) teaching, provided that attendance is limited to 5 persons in a detached dwelling and to 1 person in a <u>duplex</u> or <u>multiple dwelling</u>; (g) testing, servicing and repairing of goods.

Schedule “D”

Prohibited Uses	6	<p>(1) All uses that are noxious or offensive to any other dwelling units or the general public by reason of emitting odour, dust, smoke, gas, noise, effluent, radiation, broadcast interference, glare, humidity, heat, vibration, or hazard or any other emission are prohibited.</p> <p>(2) The following uses are prohibited:</p> <ul style="list-style-type: none"> (a) except as provided in Section 11, Bed and Breakfast; (b) car repairs and <u>garages</u>; (c) <u>clubs</u>; (d) kennels; (e) radio dispatch services; (f) <u>restaurants</u>; (g) retail stores; (h) salvage lots; (i) storage lots; (j) except as provided in Section 11, <u>transient accommodation</u>; (k) in any <u>building</u> which has been converted from <u>single family dwelling</u> to <u>duplex</u>, <u>multiple dwelling</u>, <u>boarding house</u>, <u>rooming house</u>, or <u>housekeeping apartment</u>, pursuant to the applicable provisions of this bylaw, music teaching or any business which results in the transmission of sound; (l) cannabis-related business; and; (m) except as provided in Section 12, <u>short-term rental</u>.
Stock in Trade	7	<p>Except for one licensed vehicle, which shall be a car, van, or pickup truck, no business-related materials, including machinery or vehicles, shall be visible at any time on any <u>lot</u> on which a <u>home occupation</u> is carried out nor shall any machinery or vehicles be parked or stored on the <u>lot</u> unless completely enclosed within a <u>building</u>.</p>
Limitation	8	<p>(1) Subject to this section, not more than one person shall be engaged in a <u>home occupation</u>, with the exception of urban agriculture, where up to two people are permitted to be engaged in the <u>home occupation</u>, and the person(s) shall reside on the <u>lot</u> on which the <u>home occupation</u> is carried on.</p> <p>(2) Where any <u>lot</u> upon which a <u>home occupation</u> is carried on has a boundary or portion of a boundary in common with any <u>lot</u> which is located in a zone which permits retail use, then no more than two persons may be engaged the <u>home occupation</u> where one of the persons resides on the <u>lot</u> on which the <u>home occupation</u> is carried on.</p>

Amended Jan 11, 2018
Bylaw 17-110

Amended March 8, 2018
Bylaw 18-035

Schedule “D”
HOME OCCUPATIONS

(3) This section does not apply to any employees of a home occupation who at no time attend on the lot on which the home occupation is carried on, nor park in the immediate vicinity of the lot.

(4) More than one person may operate a short-term rental in their principal residence.

Amended March 8, 2018
Bylaw 18-035

9 No more than three home occupations shall be carried on in any one dwelling unit, provided that only one of the home occupations has customers that attend the dwelling unit.

Amended Jan 11, 2018
Bylaw 17-110

Advertising

10 Except as expressly permitted in this bylaw, or in the Sign By-law, no sign or other advertising device or advertising matter may be exhibited or displayed on any lot on which a home occupation is being carried on.

11 Subject to the following requirements, where any building is used as a single family dwelling, up to two bedrooms may be used for transient accommodation as a home occupation.

(1) Notwithstanding Section 4, meals or food services may be provided to any customers but not after 12:00 noon.

(2) No liquor shall be provided to any customers.

(3) One parking space for each room available for transient accommodation shall be provided on the lot and a parking space may be located behind another parking space.

(4) No sign may be erected, used, or maintained for the purpose of advertising transient accommodation use within a single family dwelling.

(5) A single family dwelling may be used for transient accommodation whether or not the property contains a secondary suite or garden suite provided however that only one transient accommodation use is permitted on the property

Amended March 8, 2018
Bylaw 18-035

(6) Transient accommodation is restricted to no more than two bedrooms and cannot occupy an entire self-contained dwelling unit.

Amended March 8, 2018
Bylaw 18-035

12 Subject to the following requirements, a short-term rental is permitted as a home occupation in a principal residence.

Amended March 8, 2018
Bylaw 18-035

(1) subject to subsection (2), no more than two bedrooms may be used for short-term rental and the short-term rental cannot occupy an entire self-contained dwelling unit;

Schedule “D”

- (2) the entire principal residence may be used for a short-term rental only occasionally while the operator is temporarily away;
- (3) no liquor may be provided to short-term rental guest; and
- (4) No sign may be erected, used, or maintained for the purpose of advertising short-term rental.

Amending Bylaw 09-01 adopted Jan 19, 2009
Amending Bylaw 17-110 adopted Jan 11, 2018
Amending Bylaw 18-035 adopted March 8, 2018

Appendix C

3150 Balfour Avenue

Identified unpermitted construction of wall obstructing access of stairwell between upper and lower levels.

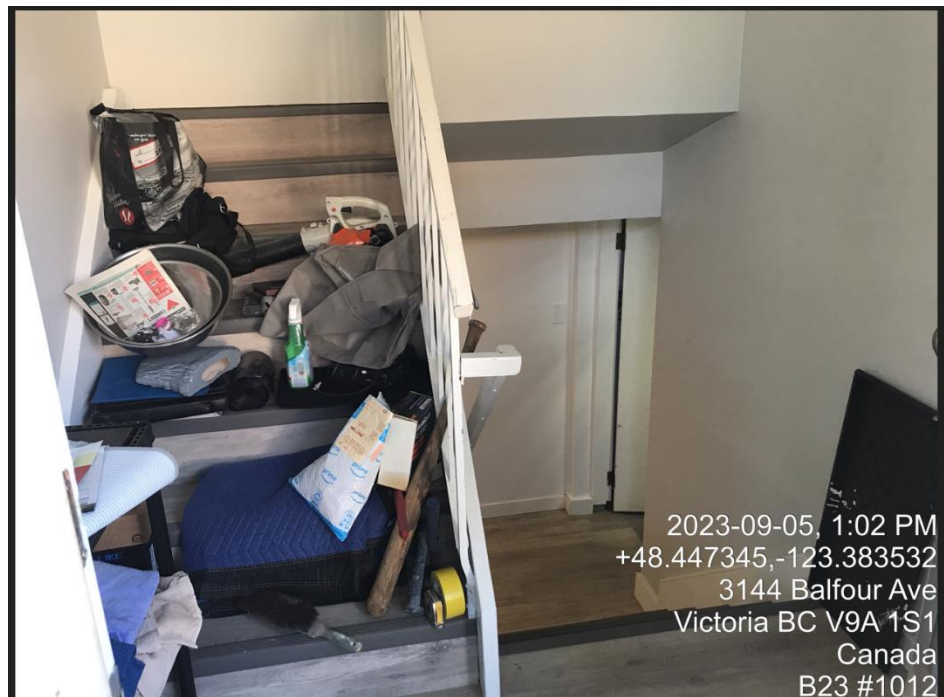
Before – August 5, 2023.



After - October 10, 2023.



Before – September 5, 2023.



After - October 10, 2023.









Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ New

 Hosted by Bryan

New Host

-  **Self check-in**
Check yourself in with the smartlock.
-  **Furry friends welcome**
Bring your pets along for the stay.
-  **Free cancellation before 3:00 p.m. on November 16**

Bliss on Balfour is a contemporary designed suite with lots of windows and natural light. Centrally located within 15-30 of all major transportation centers. Bedrooms include queen beds, storage and Smart TV's. Chefs stocked kitchen is ready to satisfy a group of 6.

Fully contained deck and backyard makes it safe for your children and furry family members. Outdoor sitting area and soft tub for relaxing in after taking in the wonderful...

[Show more](#) >

\$145 CAD night

CHECK-IN	CHECKOUT
11-17-2023	11-18-2023
GUESTS	
1 guest	

Continue

You won't be charged yet

\$145 CAD x 1 night	\$145 CAD
Cleaning fee	\$50 CAD
Airbnb service fee	\$29 CAD
Taxes	\$34 CAD
Total	\$258 CAD

[Report this listing](#)



Bedroom 1
1 queen bed



Bedroom 2
1 queen bed

What this place offers

- Kitchen
- Wifi
- Free parking on premises
- Private hot tub
- Pets allowed
- TV
- Washer
- Free dryer – In unit
- Bathtub
- Security cameras on property

Show all 59 amenities

1 night in Victoria

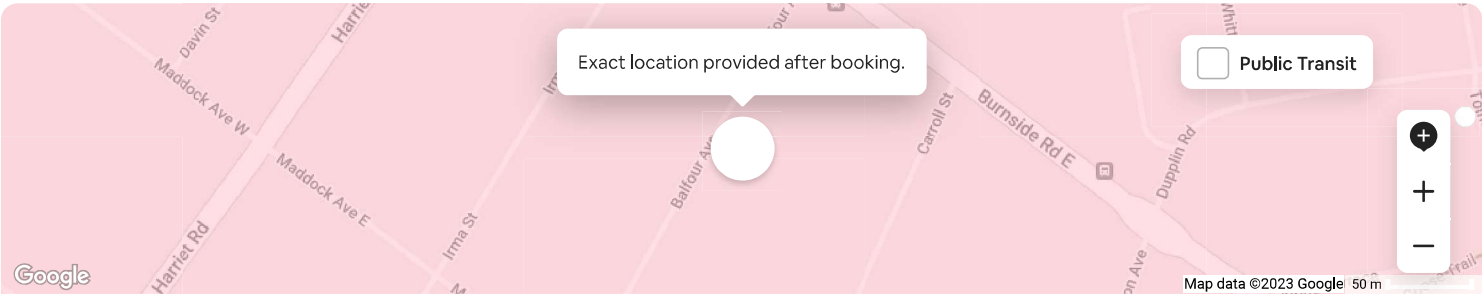
Nov. 17, 2023 - Nov. 18, 2023

November 2023							December 2023						
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26	27	28	29	30			24	25	26	27	28	29	30
							31						

[Clear dates](#)

No reviews (yet)

Where you'll be



Victoria, British Columbia, Canada

Centrally located for east access by drivjng also located on major BC transit routes. Just a 10 minute drive to beautiful inner harbour. Butchart gardens, BC ferries and Victoria airport are all within 30 minutes. Access to Mile 0 and esquimalt lagoon are within 20 minutes. Galloping Goose trail is about 8 minutes away, then take a nice bike ride, jog or stroll to the inner harbour. Just a short walk away is the Gorge water way where you can walk and enjoy...

[Show more](#) >



Hosted by Bryan

Joined in August 2014

Identity verified

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

- Checkout before 11:00 a.m.
- 6 guests maximum
- Pets allowed

[Show more](#) >
Safety & property

Show more >

Cancellation policy

Free cancellation before 3:00 p.m. on Nov. 16.

Review the Host's full cancellation policy, which applies even if you cancel for illness or disruptions caused by COVID-19.

Show more >

Airbnb > Canada > British Columbia > Capital > Victoria

Explore other options in and around Victoria

- Surrey

Vacation rentals
- Burnaby

Vacation rentals
- Richmond

Vacation rentals
- Squamish

Vacation rentals
- North Vancouver

Vacation rentals
- Forks

Vacation rentals
- Vancouver Island

Vacation rentals
- Portland

Vacation rentals
- Seattle

Vacation rentals

Support

- Help Centre
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighbourhood concern

Hosting

- Airbnb your home
- AirCover for Hosts
- Hosting resources
- Community forum
- Hosting responsibly

Airbnb

- Newsroom
- New features

- Careers
- Investors
- Gift cards
- Airbnb.org emergency stays

🌐 English (CA) \$ CAD

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[Privacy](#) · [Terms](#) · [Sitemap](#)

C\$30

Listed 2 weeks ago in Victoria, BC

 Save

Condition

Airbnb cleaner required immediately.

Tasks will include: Dusting, swiftng and making of beds in bedrooms. Throughout cleaning of bathroom, kitchen, living and dining room.

Restocking of included supplied items between guests. Verifying inventory list is complete from previous guests. House is near gorge road. \$30/hour. Any questions please ask.

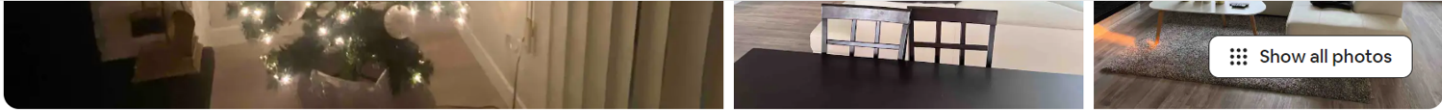


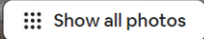
Location is approximate

[Log in for Details](#)

Appendix F

Airbnb Listing Calenda – Captured December 4, 2023.






Entire home in Victoria, Canada


6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)




Hosted by Bryan

New Host




Self check-in

Check yourself in with the smartlock.



Great location

100% of recent guests gave the location a 5-star rating.



Great check-in experience

100% of recent guests gave the check-in process a 5-star rating

Bliss on Balfour is a contemporary designed suite with lots of wir
Centrally located within 15-30 drive of all major transportation c
Inner harbour and downtown is a 9 minute drive. UVIC and Mt. D
Fully contained deck and backyard makes it safe for your children and rurry famliy
members. Outdoor sitting area and soft tub for relaxing in after taking in the wonderful
west coast. Ample bike storage...

[Show more](#) >

Select dates

Add your travel dates for exact pricing

CHECK-IN

Add date

CHECKOUT

Add date

<

December 2023

>

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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[Clear dates](#)

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Type here to search



8°C Cloudy

11:27 AM

2023-12-04



Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)



Hosted by Bryan

New Host



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[Show more](#) >

Add dates for prices

Select dates

Add your travel dates for exact pricing

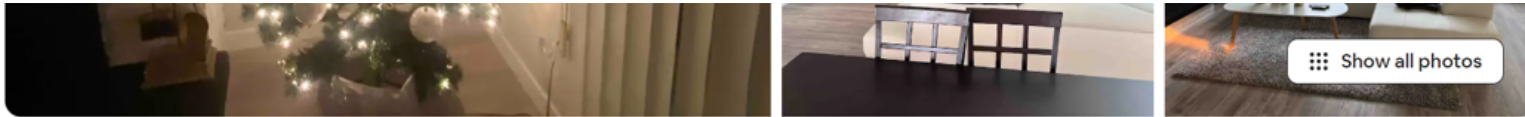
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25	26	27	28	29			24	25	26	27	28	29	30
							31						

[Clear dates](#)

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Show all photos

Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)



Hosted by Bryan
New Host



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[Show more >](#)

Add dates for prices

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Add your travel dates for exact pricing

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28	29	30					26	27	28	29	30	31	

[Clear dates](#)

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Show all photos

Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)



Hosted by Bryan

New Host



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[Show more >](#)

Add dates for prices

Select dates

Add your travel dates for exact pricing

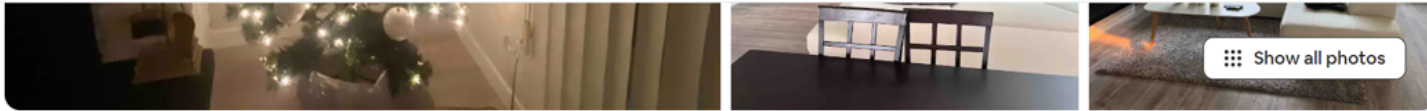
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30													

[Clear dates](#)

Close



Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)



Hosted by Bryan

New Host



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[Show more](#) >

Add dates for prices

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Add your travel dates for exact pricing

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[Clear dates](#)

Close



Entire home in Victoria, Canada

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★ 4.43 · [7 reviews](#)



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[Show more](#) >

Add dates for prices

Select dates

Add your travel dates for exact pricing

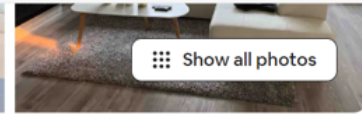
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27	28	29	30	31			24	25	26	27	28	29	30

[Clear dates](#)

Close



Show all photos

Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.43 · [7 reviews](#)



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[Show more](#) >

Add dates for prices

Select dates

Add your travel dates for exact pricing

CHECK-IN
Add date

CHECKOUT
Add date

< December 2024							January 2025 >						
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[Clear dates](#)

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8°C Cloudy



ENG

11:29 AM

2023-12-04

16

str@victoria.ca
victoria.ca/str



Legislative and Regulatory Services Department
Bylaw and Licensing Services Division
1 Centennial Square
Victoria, BC V8W 1P6

str@victoria.ca
victoria.ca/str

2024 Short-Term Rental Business Licence Application

*Applicant Contact:

Phone number: _____ Email: _____

Mailing address (the address where the applicant receives mail, including the physical licence):

☒ Same address as short-term rental property

☐ Other: _____

*Licence Type

☐ Non-Principal Residence

☒ Principal Residence

Select all business plans that apply:

☒ Offering whole home, while you are away ☒ Offering up to two bedrooms with shared living spaces, while you are home.

If 'Principal Residence' is selected, please attach two items of identification that prove this is your principal residence. One piece must be a valid and current government-issued ID which states your address (e.g., driver's licence, BC Services Card). The second piece of ID can be a current utility bill that states the billing period, service address and mailing address.

*Designated Responsible Person

(If managed by an agency, the designated responsible person can be a representative from this agency.)

When an operator is not available, the designated responsible person serves as the primary contact for the short-term rental (a person who, at all times that the short-term rental is operated, has access to the premises and has the authority to make decisions in relation to the premises and the rental agreement). The responsible person must be able to attend the short-term rental premises within two hours of being requested to do so.

Relationship to Operator: Girlfriend

Name: Mandy Doxtator Email: _____

Address: _____ Phone number: _____

☒ The above Designated Responsible Person has consented to the use of their contact information.

*Business Plan / Advertisement

Host Name (the profile and or name used to offer the short-term rental): Bryan Dobinson

Relationship to applicant (if not the same person): _____

Do you have another person, property manager or service company that participates in your short-term rental business? (this may include but not limited to advertisement, management of bookings and communications with guests)

☐ No, only the individual(s) declared as the applicant will participate in the business

☒ Yes

If yes, please complete the information below (including page 3)

Select all that apply:

☐ Property manager / property management company

☐ Family member

☐ Cleaning service

☒ Other Mandy Doxtator (Girlfriend)



Legislative and Regulatory Services Department
Bylaw and Licensing Services Division
1 Centennial Square
Victoria, BC V8W 1P6

str@victoria.ca
victoria.ca/str

2024 Short-Term Rental Business Licence Application

Property Manager / Property Management Company

Name of management company: _____

Name of property manager or main contact: _____

Phone Number: _____ Email: _____

Business Address: _____

Issuing municipality: _____ Licence number: _____

If the issuing municipality is not the City of Victoria, is it:

- ☐ Inter-municipal
☐ Inter-community

Cleaning Service / Other Business

Name of management company: _____

Name of property manager or main contact: _____

Phone Number: _____ Email: _____

Business Address: _____

Issuing municipality: _____ Licence number: _____

If the issuing municipality is not the City of Victoria, is it:

- ☐ Inter-municipal
☐ Inter-community

Family Member Other

Name of individual: Mandy Doxtator

Relationship to applicant: Girlfriend

Phone Number: _____ Email: _____

Address: _____



Legislative and Regulatory Services Department
Bylaw and Licensing Services Division
1 Centennial Square
Victoria, BC V8W 1P6

str@victoria.ca
victoria.ca/str

2024 Owner Consent Form Short-Term Rental

***If there is more than one registered owner, all owners are required to sign the Owner Consent Form.**

This is to certify that I Bryan Dobinson, as the legal owner of
(OWNER)
3150 Balfour Ave have read the
(UNIT/STREET ADDRESS)
Short-Term Rental Business Licence (address) Application Form submitted by Bryan Dobinson
(APPLICANT)
and consent to the above premises being used as a Short-Term Rental in compliance with City of Victoria Bylaws.

I, the undersigned, confirm as the business owner(s)/operators(s) that the above noted information is true and will comply with ALL relevant provisions of the [Short-Term Rental Regulation Bylaw No. 18-036](#) and all other applicable City Bylaws.

Owner's name: Bryan Dobinson

Owner's signature: _____ Date: January 8 2024

Owner's name: _____

Owner's signature: _____ Date: _____

Owner's name: _____

Owner's signature: _____ Date: _____

If your application is received more than 60 days after consent is given above, it is not considered valid consent.



Legislative and Regulatory Services Department
Bylaw and Licensing Services Division
1 Centennial Square
Victoria, BC V8W 1P6

str@victoria.ca
victoria.ca/str

2024 Strata Council Consent Form Short-Term Rental

***Is this property part of a strata?** Yes ☐ No ☒ If yes, please complete the information below.

This is to certify that I _____, as Strata Council Executive Member
(STRATA COUNCIL EXECUTIVE MEMBER; MUST NOT BE SAME AS APPLICANT)

for _____ have read the Short-Term Rental Business Licence Application Form
(UNIT AND STREET ADDRESS)

submitted by _____. I can confirm that our Strata has no bylaws prohibiting the above
(APPLICANT)

address from operating as a Short-Term Rental in compliance with City of Victoria Bylaws.

I, the undersigned, confirm as the business owner(s)/operators(s)/licencee(s) that the above noted information is true and will comply with all relevant provisions of the [Short-Term Rental Regulation Bylaw No. 18-036](#) and all other applicable City Bylaws.

Applicant's name(s): _____

Applicant's signature(s): 1. _____ Date: _____

(if applicable) 2. _____ Date: _____

Strata council executive member's name: _____

Strata council executive member's phone number: _____

Strata council executive member's email: _____

Strata council executive member's signature: _____ Date: _____

If your application is received more than 60 days after consent is given above, it is not considered valid consent.



Legislative and Regulatory Services Department
Bylaw and Licensing Services Division
1 Centennial Square
Victoria, BC V8W 1P6

str@victoria.ca
victoria.ca/str

2024 Short-Term Rental Business Licence – Important Information

Completion of this application does not guarantee approval. Approved licences will be issued **only** upon receipt of payment of the Short-Term Rental Business Licence fee. Operating a Short-Term Rental without a valid licence is an offence for which penalties are prescribed. A person found guilty of an **offence** under this Bylaw is subject to a fine of not less than \$250 and not more than \$500 for every instance that an offence occurs or each day that it continues (*Short-Term Rental Regulation Bylaw No. 18-036; Sec. 8*).

Licences are effective from January 16 to January 15 of the following year, are non-transferable and the licence fee(s) paid are non-refundable. Short-Term Rental Business Licences must be re-applied for at the start of each calendar year and must include up-to-date supporting documentation.

Please see website for:

[Short-Term Rental Regulation Bylaw No.18-036](#)

[Schedule D – Home Occupations; Zoning Regulation Bylaw No. 80-159](#)

Privacy Notification: This information is being collected for the purpose of determining the Operator's eligibility for a Short-Term Rental Business Licence in the City of Victoria pursuant to its Bylaw(s). In providing this information, you have consented to its use for the above-described purpose and declare that all the information provided herein is correct. This information may be shared with applicable City of Victoria departments and related agencies for the purpose of required inspections and approval of this licence application. The legislated authority to collect your personal information is Section 26 (c) of the *Freedom of Information and Protection of Privacy Act* and Section 3 (2) of the *Short-Term Rental Regulation Bylaw*. If you wish to obtain further information regarding the collection of your personal information, please contact the Information Access and Privacy Analyst Archives and Records Management, 1 Centennial Square, Victoria, BC V8W 1P6 250.361.0347 or email foi@victoria.ca.

*Declaration:

I, the undersigned, confirm as the business owner(s)/operators(s) that the above noted information is true and will comply with ALL relevant provisions of the *Short-Term Rental Regulation Bylaw No. 18-036* and all other applicable City Bylaws. Further, failure to meet these obligations may result in the business licence being suspended or reported to City Council for possible revocation. **I understand I cannot commence business until such time as a Short-Term Rental Business Licence has been approved, paid in full, and issued.**

Applicants's name(s) (printed): Bryan Dobinson

Applicant's signature(s): 1. _____ Date signed: January 8, 2024

(if applicable) 2. _____ Date signed: _____, 20____

Date Stamp (office use only)

Appendix H

From: str@victoria.ca
Sent: January 30, 2024 3:26 PM
To: Bryan Dobinson
Subject: RE: 2024 INSPECTION - 3150 BALFOUR AVE

Good afternoon Bryan,

Here are a few options for rescheduling your inspection with Officer DUARTE:

Wednesday February 28th at 930am

Or

Wednesday February 28th at 1pm

Additionally, we have observed your listing is advertising a 2-night minimum stay. Complying with the City's Short-Term Rental Regulation Bylaw requires just a few simple steps:

1. Immediately modify your advertisement to reflect a minimum stay of 30 days or more.
2. Immediately cancel any bookings of less than 30 days.

Failure to comply with City regulations may result in enforcement, including daily fines.

Kind regards,

Emma Crockett

Pronouns: she, her, hers

Short-Term Rental Administrator, Bylaw and Licensing Services

Legislative and Regulatory Services Department

City of Victoria

1 Centennial Square, Victoria BC V8W 1P6



The City of Victoria is located on the homelands of the Songhees and Esquimalt People.

From: Bryan Dobinson <[REDACTED]>
Sent: Tuesday, January 30, 2024 3:03 PM
To: str@victoria.ca
Subject: Re: 2024 INSPECTION - 3150 BALFOUR AVE

Good afternoon Emma. I am going to have to reschedule my inspection. My grandma has sustained a fall and now but me mobilized to assisted living. So me and a few family members now have the task or selling and packing up her long time home. When is another appointment available later this month? Please let me know. Thank you.

Sent from my iPhone

On Jan 24, 2024, at 2:57 PM, str@victoria.ca wrote:

Good afternoon

Thank you for confirming the date and time of your incoming inspection .

Kind regards,

Emma Crockett

Pronouns: she, her, hers

Short-Term Rental Administrator, Bylaw and Licensing Services

Legislative and Regulatory Services Department

City of Victoria

1 Centennial Square, Victoria BC V8W 1P6

T

<image001.png>

<image002.png>

<image003.png>

<image004.png>

The City of Victoria is located on the homelands of the Songhees and Esquimalt People.

From: Bryan Dobinson <bryan.dobinson@cityofvictoria.ca>
Sent: Tuesday, January 23, 2024 6:53 PM
To: str@victoria.ca
Subject: Re: 2024 INSPECTION - 3150 BALFOUR AVE

Good evening, I'm sorry I thought this sent a while ago but it didn't send and sat in the outbox. Sure could we set up inspection for February 2 at 930. Thank you. Bryan

Sent from my iPhone

On Jan 15, 2024, at 10:27 AM, str@victoria.ca wrote:

Good Morning,

Hope this email finds you well. The next step in your 2024 application process is scheduling an inspection.

Bylaw Officer DUARTE is available:

FRIDAY FEBRUARY 2ND @ 930 AM

Or
SATURDAY FEBRUARY 3RD @ 1PM

If these options do not work with your schedule, please let me know at your earliest convenience and I will look at future dates.

I have attached a few helpful documents for your review.

Please note, as stated in the attached document “What You Need to Know” if the Inspecting Officer determines that there is a valid reason to inspect an area, you will be asked to grant access. Unless it is unreasonable to inspect those areas at that time, you are required to provide access.

Kind regards,

Emma Crockett

Pronouns: she, her, hers

Short-Term Rental Administrator, Bylaw and Licensing Services

Legislative and Regulatory Services Department

City of Victoria

1 Centennial Square, Victoria BC V8W 1P6

<image001.png>

<image002.png>

<image003.png>

<image004.png>

The City of Victoria is located on the homelands of the Songhees and Esquimalt People.


<Schedule D.pdf>


<Short-term Rentals Info.pdf>

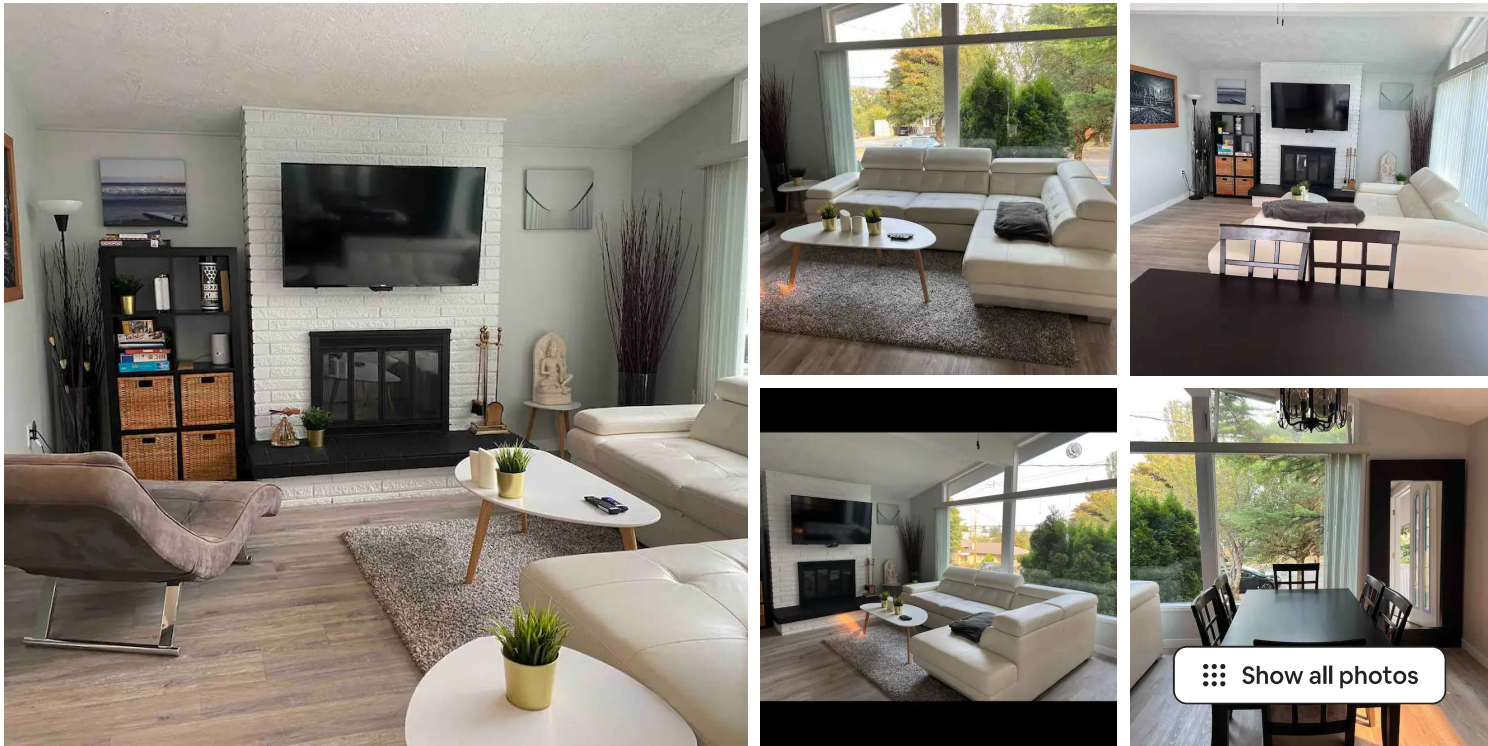
<STR Regulation Bylaw.pdf>


<Bylaw Inspections-What You Need to Know.pdf>

Bliss on Balfour

 [Share](#)

 [Save](#)



 [Show all photos](#)

Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.69 · [16 reviews](#)



Hosted by Bryan

2 months hosting



Free cancellation before Feb. 1

Get a full refund if you change your mind.



Self check-in

Check yourself in with the smartlock.



Great location

94% of recent guests gave the location a 5-star rating.

Some info has been automatically translated.

[Show original](#)

Bliss on Balfour is a contemporary designed suite with lots of windows and natural light. Centrally located within 15-30 drive of all major transportation centers.
Inner harbour and downtown is a 9 minute drive. UVIC and Mt. Doug is 13 minute drive.
Fully contained deck and backyard makes it safe for your children ...

[Show more](#) >

Where you'll sleep

1 / 2



~~\$151 CAD~~ \$110 CAD
night

CHECK-IN 2/2/2024	CHECKOUT 2/3/2024
GUESTS 1 guest	

Reserve

You won't be charged yet

<u>\$110 CAD x 1 night</u>	\$110 CAD
<u>Cleaning fee</u>	\$65 CAD
<u>Airbnb service fee</u>	\$26 CAD
<u>Taxes</u>	\$31 CAD

Total \$232 CAD



Lower price

Your dates are \$41 CAD less than the avg. nightly rate of the last 60 days.



[Report this listing](#)



Bedroom 1
1 queen bed



Bedroom 2
1 queen bed

What this place offers

- Kitchen
- Wifi
- Free parking on premises
- Private hot tub – available all year, open specific hours
- Pets allowed
- 55" HDTV with Hulu, Netflix, premium cable, Roku
- Free washer – In unit
- Free dryer – In unit
- Bathtub
- Security cameras on property

Show all 68 amenities

1 night in Victoria

Feb 2, 2024 - Feb 3, 2024

<

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	1
----	----	----	----	----	----	----	----	----	----	----	---

January 2024							February 2024						
	1	2	3	4	5	6							
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17

★ 4.69 · 16 reviews

Overall rating	Cleanliness	Accuracy	Check-in	Communication	Location	Value
5 4 3 2 1	4.5	4.8	5.0	5.0	4.9	4.6

Chad

Maple Ridge, Canada

★★★★★ · 4 days ago · Stayed a few nights

Bryan's home was exactly as advertised. The location is nice and quiet. The home was clean and had many extras that were greatly appreciated. Highly recommended!

Curtis

1 year on Airbnb

★★★★★ · 1 week ago · Stayed over a week

Very comfortable! Host is very friendly and pro-actively made sure we had all our needs met.

Brenda

Burnaby, Canada

★★★★★ · 3 weeks ago · Stayed with a pet

Great space! Modern and bright. Thoughtful extra touches to get you started. I absolutely loved that everything was clearly labelled and left us with no guesswork. Would stay here again. Bryan was super accommodating. We needed an early check in. He was also quick to reply to all of my questions.

[Show more](#)

Kyle

Edmonds, Washington

★★★★★ · December 2023 · Stayed with a pet
great

Ashley

Toronto, Canada

★★★★★ · December 2023 · Stayed with kids
Great host and very nice spot would highly recommend
Would definitely stay again!!!!

Juliana

1 month on Airbnb

★★★★★ · December 2023 · Stayed a few nights
Very good place

[Show all 16 reviews](#)

Where you'll be

Victoria, British Columbia, Canada

Centrally located for easy access, also located on major BC transit routes. Just a 10 minute drive to beautiful inner harbour. Butchart gardens, BC ferries and Victoria airport are all within 30 minutes. Access to Mile 0 and esquimalt lagoon are within 20 minutes. Galloping Goose trail is about 8 minutes away, then take a nice bike ride, jog or stroll to...

[Show more >](#)

Hosted by Bryan

Joined in August 2014

★ 16 Reviews

✓ Identity verified

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: 4:00 p.m.–12:00 a.m.

Checkout before 11:00 a.m.

6 guests maximum

[Show more >](#)

Safety & property

Security camera/recording device

Pool/hot tub without a gate or lock

Carbon monoxide alarm

[Show more >](#)

Cancellation policy

Free cancellation before Feb. 1.

Review the Host's full cancellation policy, which applies even if you cancel for illness or disruptions caused by COVID-19.

[Show more >](#)

Airbnb > Canada > British Columbia > Capital > Victoria

Explore other options in and around Victoria

Surrey Vacation rentals	Burnaby Vacation rentals
Richmond Vacation rentals	Squamish Vacation rentals
North Vancouver Vacation rentals	Forks Vacation rentals
Vancouver Island Vacation rentals	Portland Vacation rentals
Seattle Vacation rentals	

Other types of stays on Airbnb

Victoria vacation rentals	Victoria monthly stays
Accommodations with outdoor seating in Victoria	Pet-friendly home rentals in Victoria
Family-friendly rentals in Victoria	Pet-friendly home rentals in British Columbia
Accommodations with outdoor seating in British Columbia	Family-friendly rentals in British Columbia
Accommodations with outdoor seating in Canada	

Support

- Help Centre
- AirCover
- Anti-discrimination
- Disability support
- Cancellation options
- Report neighbourhood concern

Hosting

- [Airbnb your home](#)
- [AirCover for Hosts](#)
- [Hosting resources](#)
- [Community forum](#)
- [Hosting responsibly](#)

Airbnb

- [Newsroom](#)
- [New features](#)
- [Careers](#)
- [Investors](#)
- [Gift cards](#)
- [Airbnb.org emergency stays](#)

 **English (CA)** **\$ CAD**

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Appendix J

Inspection: 3150 Balfour Avenue, 14 images.

Image 1: Exterior



Image 2: Side entrance to upper level ('A' on floor plan)

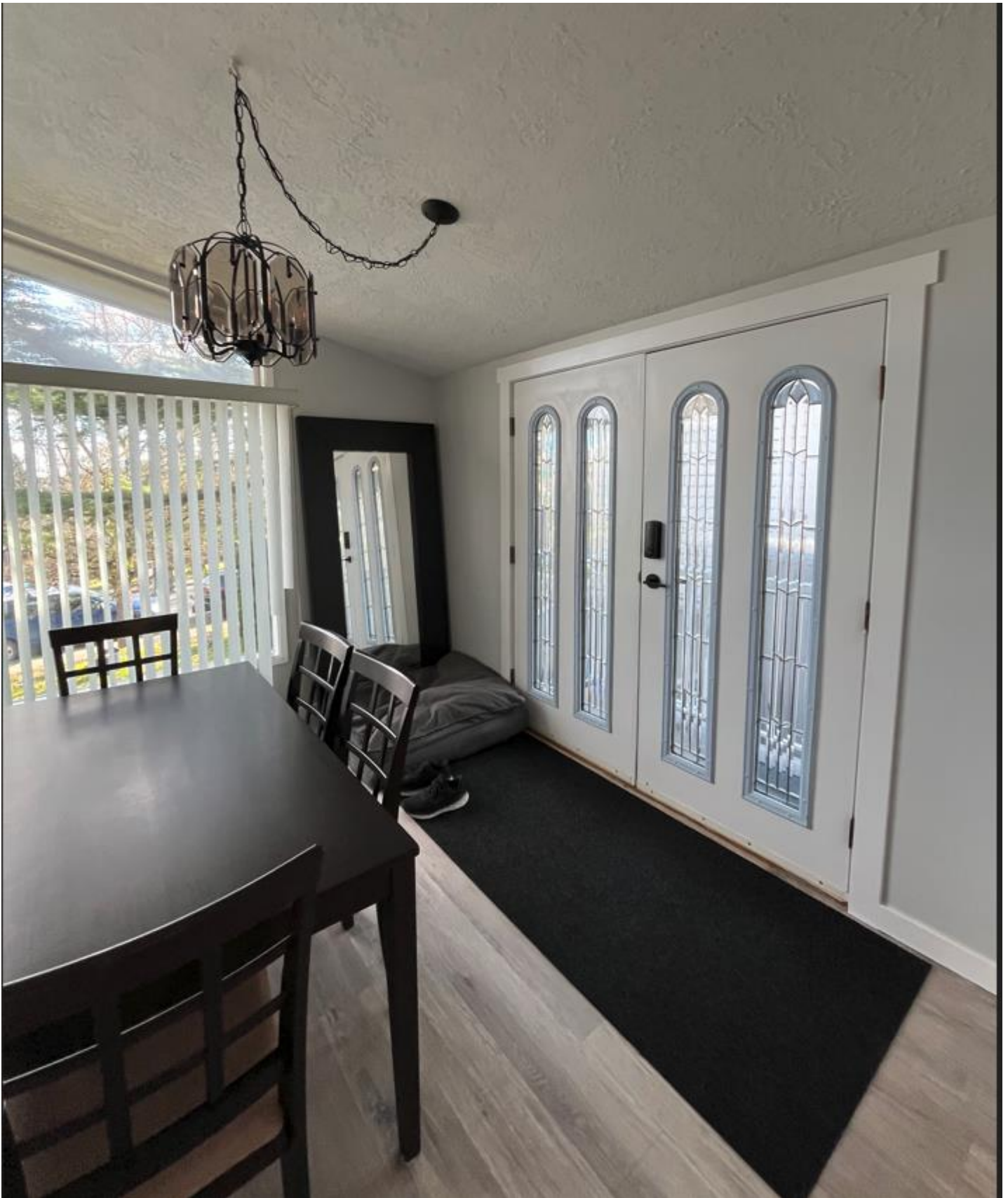


Images 3-4: Side door to upper level ('B' on floor plan)





Image 5: Interior view side door from dining room ('C' on floor plan)



Images 6 - 7: Upper level living room ('D' on floor plan)





Images 8-9: Kitchen on upper level ('E' on floor plan)



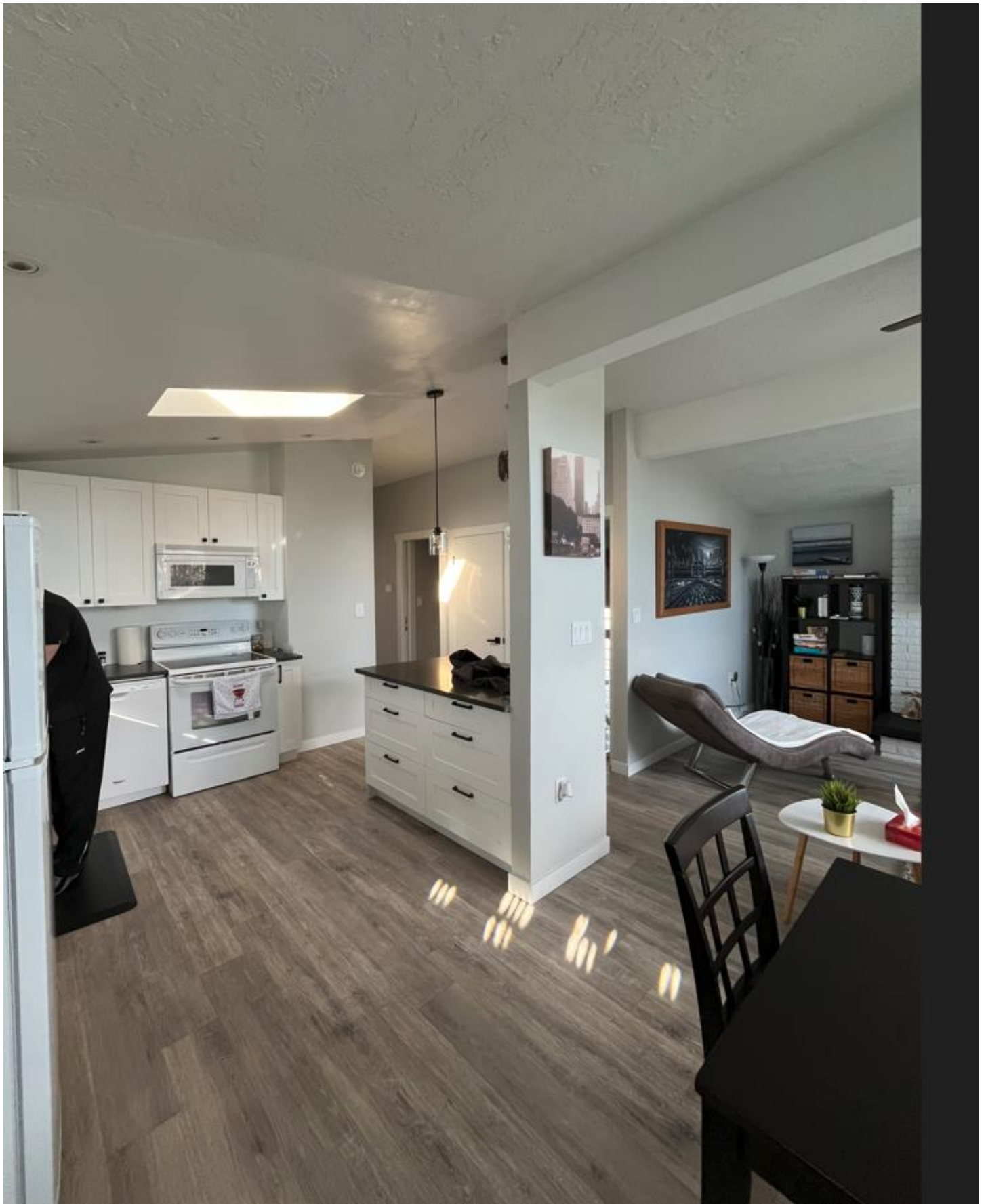


Image 10: Hallway ('F' on floor plan)



Image 11: First bathroom upper level ('G' on floor plan)



Image 12: Second bathroom on upper level ('H' on floor plan)



Image 13: Bedroom 1 ('I' on floor plan 'STR Room 2')



Image 14: Bedroom 2 ('J' on floor plan 'STR Room 1')



Image 15: Bedroom 3 ('K' on floor plan 'Primary')



Image 16: Access to stairwell ('L' on floor plan)



Image 17: Front door, split landing ('M' on floor plan)

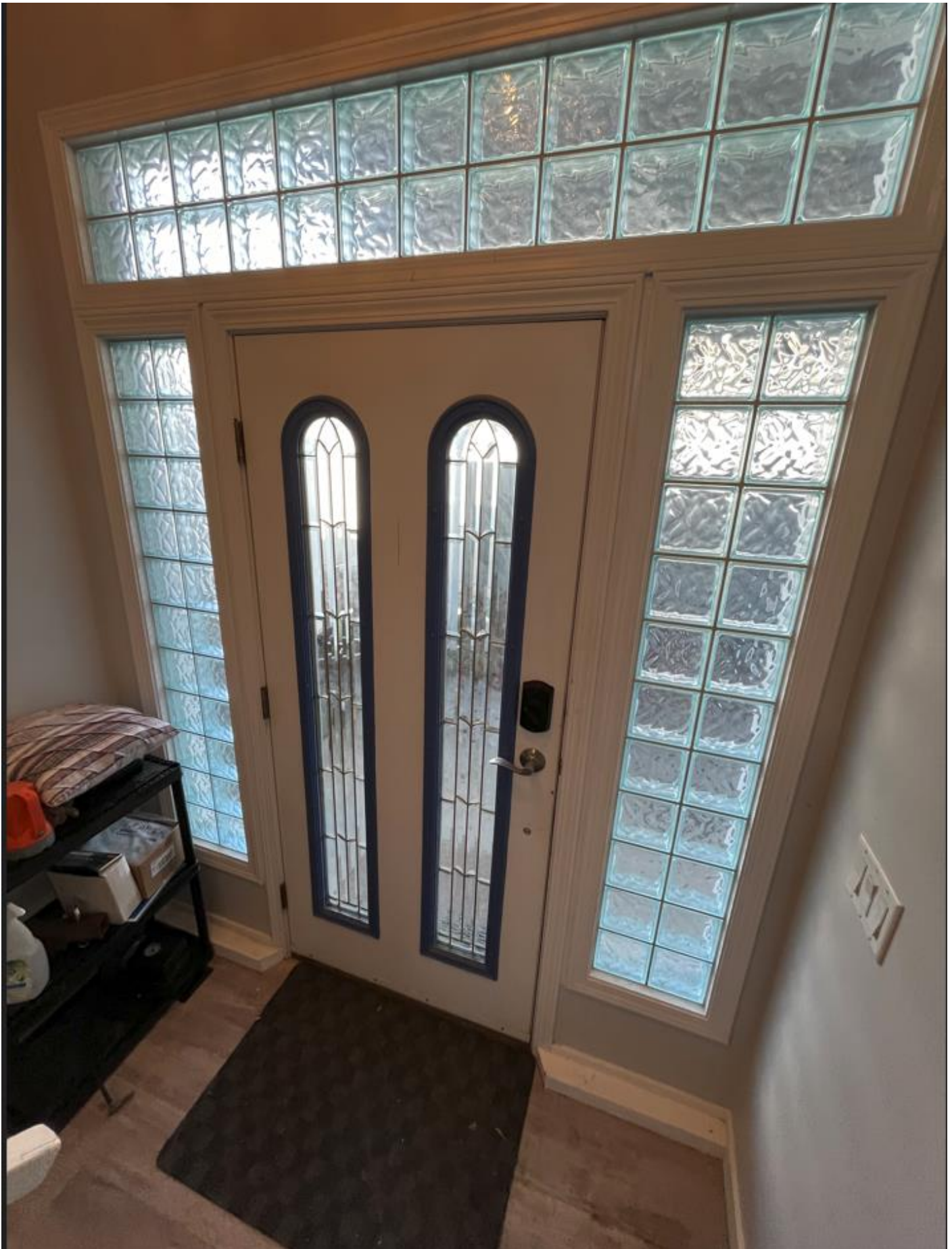


Image 18: Stairwell to lower level ('N' on floor plan)



Image 19: Living space ('O' on the floor plan)



Image 20: Workshop ('P' on floor plan)

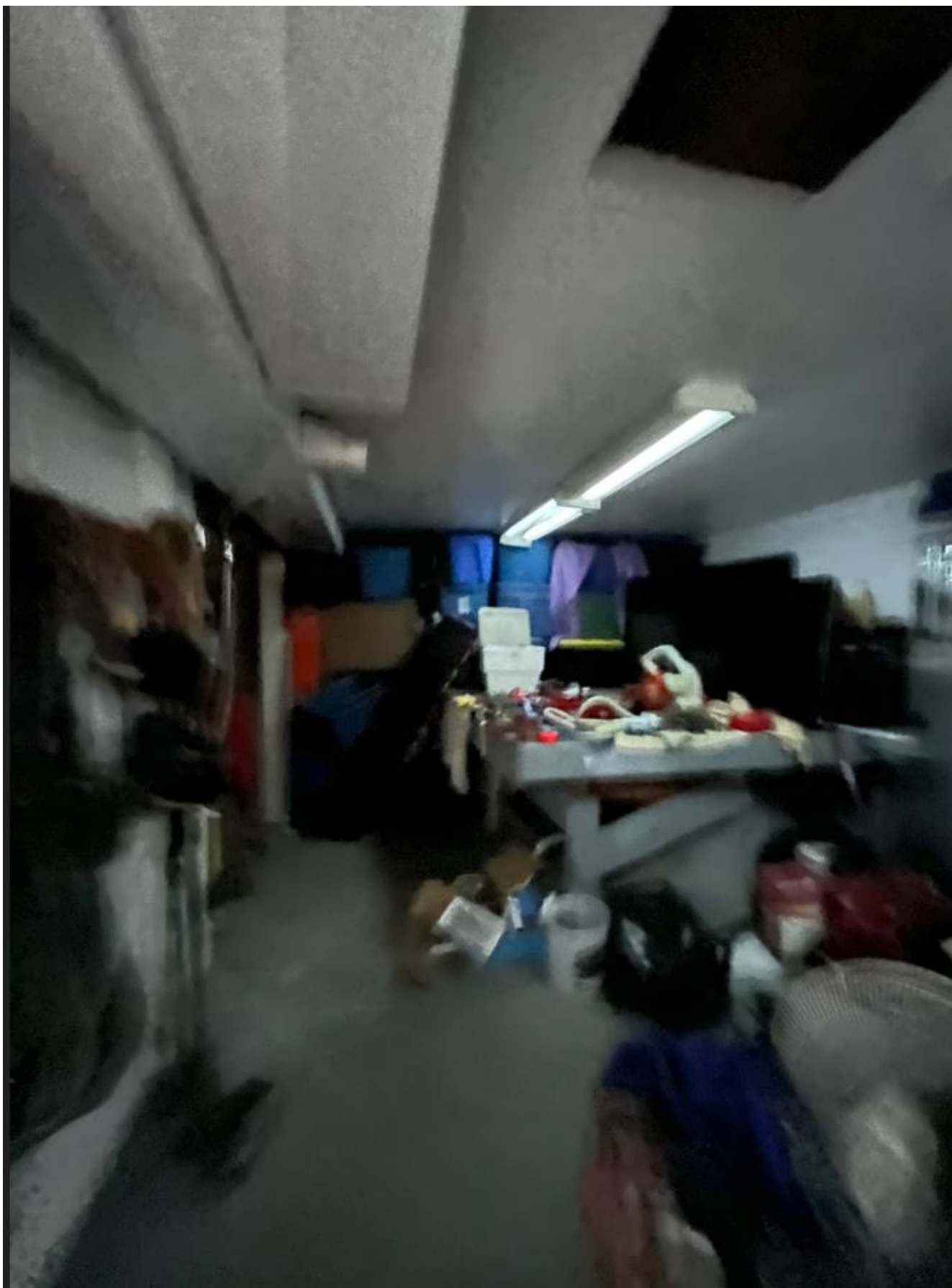


Image 21: Kitchen lower level ('Q' on floor plan)



Image 22: Office lower level ('R' on floor plan)

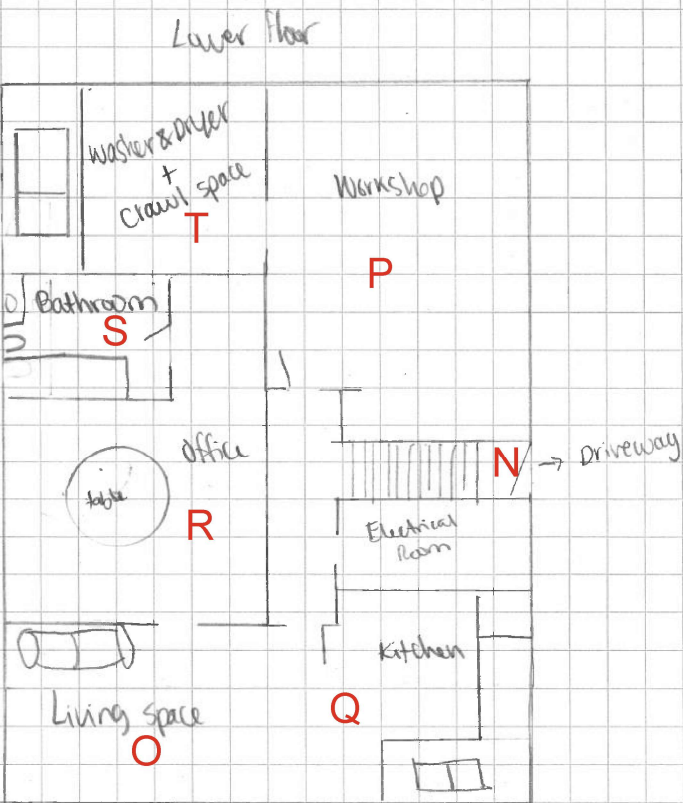
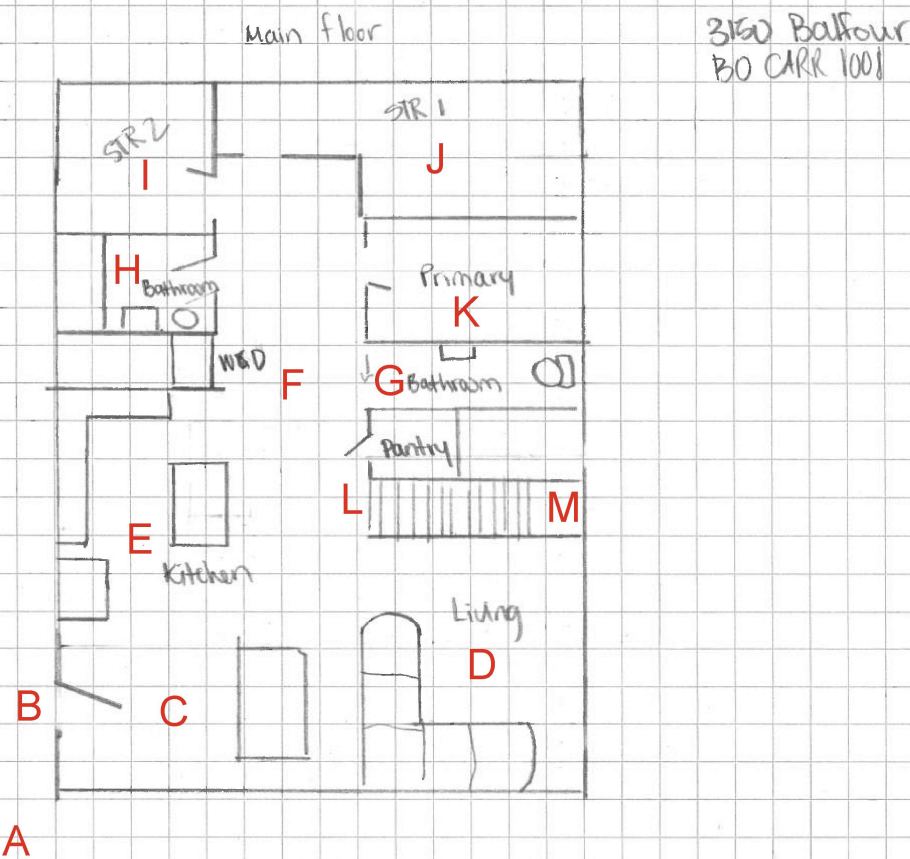


Image 23: Bathroom lower level ('S' on floor plan)



Image 24: Crawl space with washer and dryer ('T' on floor plan)





Appendix L



BYLAW OFFICER

OFFICER NAME	Bylaw Officer (BO) CARR				
DATE/TIME	2024-02-06 1:00 PM	CFS#	227421	LOCATION	3150 Balfour Street
INDIVIDUAL PRESENT	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		
NAME	Bryan DOBINSON			D.O.B. (YYYY-MM-DD)	

STATEMENT

On **Tuesday, February 6, 2024**, at approximately 1:00 PM, Bylaw Officer (BO) CARR was working in full uniform, at 3150 Balfour Street to conduct a short-term rental (STR) inspection. Upon arrival, CARR was met at the driveway to the home by Bryan DOBINSON and his girlfriend Mandy DOXTATOR. CARR identified herself as a bylaw officer for the City of Victoria and provided DOBINSON with a copy of the 'Bylaw Inspections' handout. CARR explained that she would be putting on boot covers before entering the home.

The inspection began at the driveway where DOBINSON showed CARR the new drainage system, he had put in place according to the requirements of the city. The new trench was photographed, and DOBINSON then took CARR up to the home. The entrance used was on the side of the home and it led to the main floor. CARR observed a label on the door key pad lock used to direct guests. DOBINSON then took CARR around the wrap around deck where she saw a sliding glass door which opened to one of the STR rooms.

DOBINSON then took CARR into the home where she saw a very cleanly kitchen and living space. The space appeared to be ready to receive accommodation. There were bags for wet umbrellas at the entrance of the kitchen. Many items in the home were labelled for clarity. The living room was clean and matched the exact appearance in the photographs for the AirBnB add. Through the kitchen was a small closet which had been converted to accommodate a washer and dryer. Next to the washer and dryer, there was a full bathroom and across from that bathroom was a small pocket half bathroom. Further up the hallway were the 3 bedrooms. The two larger bedrooms were designated as STR bedrooms. Both very cleanly and free of personal effects. DOBINSON advised that the smaller bedroom is used as his primary bedroom. This bedroom appeared to have been lived in and contain some personal effects.

DOBINSON then took CARR to the staircase which led to the lower floor. At the entrance to the staircase was a doorway which had been removed per requirements from inspection in 2023. On the landing of the stairs was a separate entrance/exit which led out to the carpark/driveway. At the base of the stairs was a hallway which lead to a workshop/crawlspace. On the other end of the hallway was an electrical room. Past the electrical room was a door which could be locked. Through the door was a living space, kitchen with sink and fridge, office space, and bathroom. DOBINSON advised that the office space would be blocked off to guests as it contained personal work information.

CARR and DOBINSON then returned to the main floor to discuss the business plan. CARR advised that operators are to come up with a concrete business plan that should be reflected in their bookings online. She explained the two options where were possible under the license. DOBINSON expressed that he wished to rent 2 rooms out while he was home, and that he would rent the entire home out on occasion while away for work. DOBINSON advised that he may be gone for work upwards of 6 times a year for 1 or 2 weeks on end. While away and rent the entire home, he would not restrict any parts of the home other than the office on the

lower floor. Guests would access the home via keycode on side door. Advertisements would be found on AirBnB and VRBO. Typical minimum length of stay would be 1 night and DOBINSONS partner DOXTATOR would be the responsible person. When offering up to 2 bedrooms with shared living spaces, DOBINSON would be renting the two larger bedrooms upstairs. He advised that he occasionally switches which room he will stay in. Primarily, he stays in the smaller bedroom with a double bed. All spaces would be open to guests aside from lower floor office. If DOBINSON would leave on vacation, he would continue to rent the room while away.

CARR then thanked DOBINSON for his compliance with the inspection, took photographs of the exterior of the home, and departed.

Thirty (30) photos were taken (attached to CFS).

Bylaw Officer (BO) CARR

Victoria Bylaw Services

From: Bryan Dobinson <[REDACTED]>
Sent: February 7, 2024 1:24 PM
To: Lauren Carr
Subject: Re: 3150 Balfour ave

Yes that sounds great. Please give me a call at [REDACTED], whenever you're free. Thanks

Sent from my iPhone

> On Feb 7, 2024, at 1:57 PM, Lauren Carr > wrote:
>
> Hi Bryan,
>
> That's no problem. Ill be in a meeting for the next hour. Can I give you a call when I'm done?
>
> Lauren Carr
> Bylaw Officer
> Bylaw & Licensing Services
> City of Victoria
> 1 Centennial Square
> Victoria BC V8W 1P6
> Tel: 2364648178
>
> The City of Victoria is located on the homelands of the Songhees and Esquimalt People.
>
>
>
>
> -----Original Message-----
> From: Bryan Dobinson <[REDACTED]>
> Sent: Wednesday, February 7, 2024 12:55 PM
> To: Lauren Carr >
> Subject: 3150 Balfour ave
>
> Good afternoon Lauren. Thank you for coming by and doing my inspection yesterday. I was thinking over last night about the business plan and talking it with my partner. Just a few ideas and comments I would like to chat with you about so that there is no confusion on the process system for the license. Is there a number I can give you a call at so we can have a discussion when you're available. Thank you. Bryan
>
> Sent from my iPhone

Appendix N


NOTE Feb 7, 2024 3:36 PM LAUREN CARR
CALL FROM DOBINSON 2024-02-07

On the above date, at approximately 2:00 pm. CARR received a call from DOBINSON requesting that his business plan be changed from 2/3 night minimum, to a 1 night minimum. CARR requested to know why, DOBINSON stated that he himself had often been able to find last minute 1 night bookings when he himself was looking to use an AirBnB.

CARR then went over the rest of the business plan and DOBINSON wished to keep everything else the same. CARR then asked if 3150 was his primary residence. DOBINSON said yes, and that he was only in Alberta when he received a work contract and that he also has work on the island.

NOTE Feb 20, 2024 8:42 AM LAUREN CARR
SNIP OF LINKED IN PROFILE ATTACHED

Snip shows possibly DOBINSONS Linked In profile which shows full time employment in Alberta. During inspection, DOBINSON had told CARR that he worked in Alberta.




Search

Home

My Network

Jobs


Messaging



Bryan Dobinson

Firebag Maintenance Foreman

Experience



Electrical Foreman


Stuart Olson Inc. · Contract Full-time

Sep 2022 - Present · 1 yr 6 mos

Alberta, Canada

Excited for the new opportunity and position. Great to see a lot of familiar faces.

Supervisory Skills, Downhole esp and +2 skills




Site Supervisor

Prairie Fire · Contract Full-time

Oct 2020 - Sep 2022 · 2 yrs

Wabamun, Alberta, Canada

Team Management, Business Analysis and +1 skill



Turnaround Lead, Electrical Maintenance and Commissioning and Start up


AECOM (incorporating Davis Langdon, An AECOM Company) · Permanent Full-time

Feb 2017 - Oct 2020 · 3 yrs 9 mos

Alberta, Canada

Team lead for Aecom on various projects and planning associated with contractors and vendors.

Direct pre-startup package walk-downs, deficiency punch lists, as well as the procedural checklists at ...see more



Electrical QC Supervisor


Fossil EPC · Contract Full-time

Jun 2016 - Dec 2016 · 7 mos

Fort mcmurray Alberta

Quality control leader for Fossil EPC which specializes in SAGD construction management and constructability.

Executed the quality control program including supervising QC inspection team, and ensured produ ...see more



Commission and Start-up Electrical Technician

Suncor Energy

Jan 2010 - Feb 2016 · 6 yrs 2 mos

Firebag

Garnered experience in SUNCOR's C&SU Sustainable Projects Department as a C&SU and Maintenance

128

Appendix P

Listing Review, March 8, 2024 - <https://www.airbnb.ca/rooms/937689973330159803>

Listing offers 'Whole Home' and reflects an unhosted experience. Listing reflects a minimum of 19 guest stays between November 2023- January 2024.

Described as a 'contemporary designed suite' and reviews from guests match the described offering, indicating the host is not present in the space or on the property.

Show all photos

Entire home in Victoria, Canada

6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.74 · [19 reviews](#)

Hosted by Bryan
3 months hosting

Self check-in
Check yourself in with the smartlock.

Furry friends welcome
Bring your pets along for the stay.

Add dates for prices

CHECK-IN
Add date

CHECKOUT
Add date

GUESTS
1 guest

Check availability

[Report this listing](#)

George Lifestyle - Houses for Rent

https://www.airbnb.ca/rooms/937689973330159803?source_impression_id=p3_1709928050_m2BflRuQCwOVTwQX&modal=DESCRIPTION

Schedule (Sharepoi... BC Assessment - In... CRD CRD Regional Map Short-Term Rentals... CORP SEARCH BYL - Bylaw Service... STR DATABASE schedule-d Short-Term Rental... Other favorites

Photos Amenities Reviews Location

Contemporary designed suite with lots of windows and natural light. Centrally located within 15-30 drive of all major transportation centers. Inner harbour and downtown is a 9 minute drive. UVIC and Mt. Doug is 13 minute drive. Fully contained deck and backyard makes it safe for your children and furry family members. Outdoor sitting area and soft tub for relaxing in after taking in the wonderful west coast. Ample bike storage.

Show more >

Where you'll sleep

Bedroom 1
1 queen bed

What this place offers

Kitchen Wifi

About this space

Contemporary designed suite with lots of windows and natural light. Centrally located within 15-30 drive of all major transportation centers. Inner harbour and downtown is a 9 minute drive. UVIC and Mt. Doug is 13 minute drive. Fully contained deck and backyard makes it safe for your children and furry family members. Outdoor sitting area and soft tub for relaxing in after taking in the wonderful west coast. Ample bike storage. Victoria License # 00044428

The space

When you enter you will be delighted with the large bay windows and amazing sky lights. Thoughtout the kitchen, living and dining area enjoy the open concept. Both bedrooms include queen beds with bamboo mattress protectors. You have access to the large wrap around patio from the 2 bedrooms and dining area. Enjoy the west/south facing deck for amazing sunsets while relaxing on the patio dining area. The deck is fully contained for the little ones and furry friends. Access to the fully gated backyard from the patio if you want to enjoy a backyard game or the lawn patio set. Enjoy

8°C Cloudy 12:07 PM 2024-03-08

George Lifestyle - Houses for rent

https://www.airbnb.ca/rooms/937689973330159803/reviews?source_impression_id=p3_1709928050_m2BflRuQCwOVTwQX

Schedule (Sharepoi...BC Assessment - In...CRD CRD Regional MapShort-Term Rentals...CORP SEARCHBYL - Bylaw Service...STR DATABASEschedule-dShort-Term Rental...Other favorites

PhotosAmenitiesReviewsLocation

Add dates for pricesCheck availability

✕

★ 4.74

19 reviews

Most recent ▾

Overall rating

5

4

3

2

1

Cleanliness

4.6

Accuracy

4.8

Check-in

5.0

Communication

5.0

Location

5.0

Value

4.6

Erin

Campbell River, Canada

★★★★☆

November 2023

Stayed with kids

We had an ok stay at Bryans place. It was accurately described but really needed to be cleaned properly. Bryan was lovely and responsive but perhaps had cleaners who weren't doing their job. (Hadrn't been vacuumed or surfaces wiped down, open can of pop and food in fridge) I would think that Bryans place would be great with a thorough clean and emptying and cleaning the fridge.

The location was exactly what we were looking for and the house was what we needed. Bryan was kind enough to refund us the cleaning fee.

Rayan

France

★★★★★

November 2023

Stayed one night

very well located, very clean apartment

Greg

1 year on Airbnb

★★★★★

November 2023

Stayed a few nights

This was a great clean location and the host was very quick to respond and cater to our needs. Worth the stay! Thanks again for everything!

Emma

Show all 19 reviews

Type here to search

8°C Cloudy

12:06 PM

2024-03-08

131

search  8°C Cloudy  ENG 12:39 PM 2024-03-08

George Lifestyle - Houses for RentGeorge Lifestyle - Houses for Rent

←↻🏠

https://www.airbnb.ca/rooms/937689973330159803/reviews?source_impression_id=p3_1709930356_SCNZg3hgkSI1XYoi

🔍🔊🌟📄🔖🔗🌐⋮

Schedule (Sharepoi...BC Assessment - In...CRD CRD Regional MapShort-Term Rentals...CORP SEARCHBYL - Bylaw Service...STR DATABASEschedule-dShort-Term Rental...Other favorites

PhotosAmenitiesReviewsLocation

Add dates for pricesCheck availability

✕

★ 4.74

19 reviews

Most recent ▾

Overall rating

5

4

3

2

1

🧼 Cleanliness

4.6

✓ Accuracy

4.8

🔍 Check-in

5.0

💬 Communication

5.0

📖 Location

5.0

🏷️ Value

4.6

🔍 Search reviews

★★★★★ · December 2023 · Stayed with a pet

This place was beautiful, clean and the owner was a pleasure to work with. 10/10 would recommend this and will be back again!

Shauna

Vancouver, Canada

★★★★★ · December 2023 · Stayed with a pet

This place had absolutely everything we needed. Plenty of space, it made it feel right at home. I would definitely recommend this place and would also love to stay again!

Kaylee

3 months on Airbnb

★★★★★ · December 2023 · Stayed one night

Nice place, pretty spacious

Maria

Tacoma, Washington

★★★★★ · November 2023 · Stayed with a pet

Our overnight stay at Bryan's place was great! Parking on the driveway was easy, and the place wasn't hard to find at all. Everything went smooth and as pictured/described. We also appreciated that pets are allowed in his house. Thanks again for the wonderful stay, happy holidays!

Windows Taskbar

Type here to search

📅🔍📧📁🖨️🌐🔧🔒🔊🔇🔊🔇🔊🔇

8°C Cloudy12:40 PM2024-03-0821

134

×

★ 4.74

★★★★★

♥♥

Overall rating

5

4

3

2

1

Cleanliness

4.6

Accuracy

4.8

Check-in

5.0

Communication

5.0

Location

5.0

Value

4.6

19 reviews

Most recent ▾

Chad

Maple Ridge, Canada

★★★★★ · January 2024 · Stayed a few nights

Bryan's home was exactly as advertised. The location is nice and quiet. The home was clean and had many extras that were greatly appreciated. Highly recommended!

Erik

Edmonton, Canada

★★★★★ · January 2024 · Stayed a few nights

Great stay here, accessible by car to all of victoria's amenities within 5 minutes. Clean and great place to stay

Curtis

1 year on Airbnb

★★★★★ · January 2024 · Stayed over a week

Very comfortable! Host is very friendly and pro-actively made sure we had all our needs met.

Brenda

Burnaby, Canada

★★★★★ · January 2024 · Stayed with a pet

Great space! Modern and bright. Thoughtful extra touches to get you started. I

Windows taskbar and browser tabs are visible at the top. The browser address bar shows the URL: https://www.airbnb.ca/rooms/93768997330159803/reviews?source_impression_id=p3_1709930356_SCNZg3hgkSI1XYoi. The browser tabs include "Gorge Lifestyle - Houses for Rent".

The main content area displays a modal window for reviews of a property. The modal window has a close button (X) in the top left corner.

Overall Rating: 4.74 (indicated by a star icon)

19 reviews (indicated by a dropdown menu set to "Most recent")

Overall rating breakdown:

Rating	Count
5	14
4	3
3	1
2	0
1	0

Category Ratings:

Category	Rating
Cleanliness	4.6
Accuracy	4.8
Check-in	5.0
Communication	5.0
Location	5.0
Value	4.6

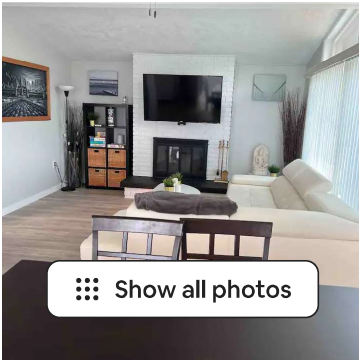
Reviews:


- Najla** (Burnaby, Canada)
★★★★★ · 3 weeks ago · Stayed one night
♥♥
- Allison** (Victoria, Canada)
★★★★★ · January 2024 · Group trip
Great spot. Thanks!
- Chad** (Maple Ridge, Canada)
★★★★★ · January 2024 · Stayed a few nights
Bryan's home was exactly as advertised. The location is nice and quiet. The home was clean and had many extras that were greatly appreciated. Highly recommended!
- Erik** (Edmonton, Canada)
★★★★★ · January 2024 · Stayed a few nights
Great stay here, accessible by car to all of victorias amenities within 5 minutes. Clean and great place to stay

Gorge Lifestyle

 [Share](#)

 [Save](#)




 Show all photos

Entire home in Victoria, Canada


6 guests · 2 bedrooms · 3 beds · 1.5 baths

★ 4.75 · [20 reviews](#)




Hosted by Bryan

Superhost · 7 months hosting




Self check-in

Check yourself in with the smartlock.



Bryan is a Superhost

Superhosts are experienced, highly rated Hosts.



Free cancellation before Aug. 28

Get a full refund if you change your mind.

Some info has been automatically translated.

[Show original](#)

Contemporary designed suite with lots of windows and natural light. Centrally located within 15-30 drive of all major transportation centers.

Inner harbour and downtown is a 9 minute drive. UVIC and Mt. Doug is 13 minute drive.

Fully contained deck and backyard makes it safe for your children ...

[Show more](#) >

Where you'll sleep


\$219 CAD night

CHECK-IN 08-29-2024	CHECKOUT 09-01-2024
GUESTS 1 guest	

Reserve

You won't be charged yet

<u>\$219 CAD x 3 nights</u>	\$656 CAD
<u>Cleaning fee</u>	\$85 CAD
<u>Airbnb service fee</u>	\$110 CAD
<u>Taxes</u>	\$130 CAD
Total	\$981 CAD



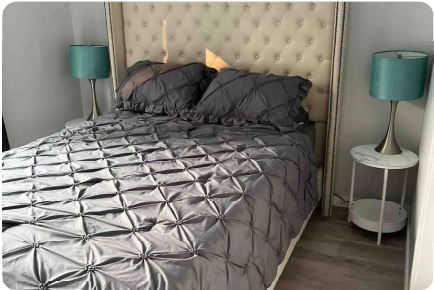
This is a rare find

Bryan's place is usually fully booked.

 [Report this listing](#)













Bedroom 1
1 queen bed



Bedroom 2
1 queen bed

What this place offers

-  Kitchen
-  Wifi
-  Free street parking
-  Private hot tub – available all year, open specific hours
-  Pets allowed
-  55-inch HDTV with Hulu, Netflix, premium cable, Roku
-  Free washer – In unit
-  Free dryer – In unit
-  Bathtub
-  Exterior security cameras on property

Show all 68 amenities

3 nights in Victoria

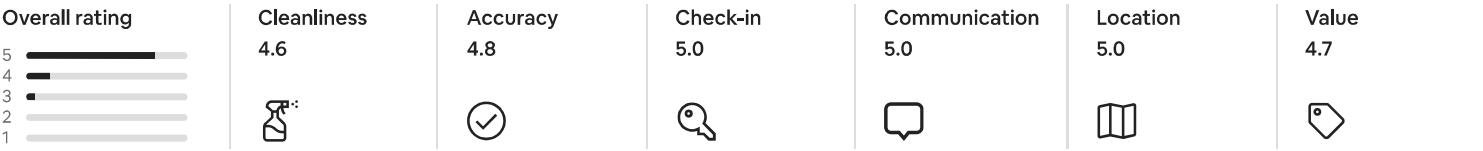
Aug. 29, 2024 - Sep. 1, 2024

<

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	1
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★ 4.75 · 20 reviews



Marisel

Vancouver, Canada

★★★★★ · March 2024 · Stayed with kids

It was very nice to be in the place, very clean and quiet.

Matthew

Calgary, Canada

★★★★★ · February 2024 · Stayed with kids

Great place, nice location. Would recommend staying here.

Allison

Victoria, Canada

★★★★★ · January 2024 · Group trip

Great spot. Thanks!

Chad

Maple Ridge, Canada

★★★★★ · January 2024 · Stayed a few nights

Bryan's home was exactly as advertised. The location is nice and quiet. The home was clean and had many extras that were greatly appreciated. Highly recommended!



Erik

Edmonton, Canada

★★★★★ · January 2024 · Stayed a few nights

Great stay here, accessible by car to all of victorias amenities within 5 minutes. Clean and great place to stay



Curtis

2 years on Airbnb

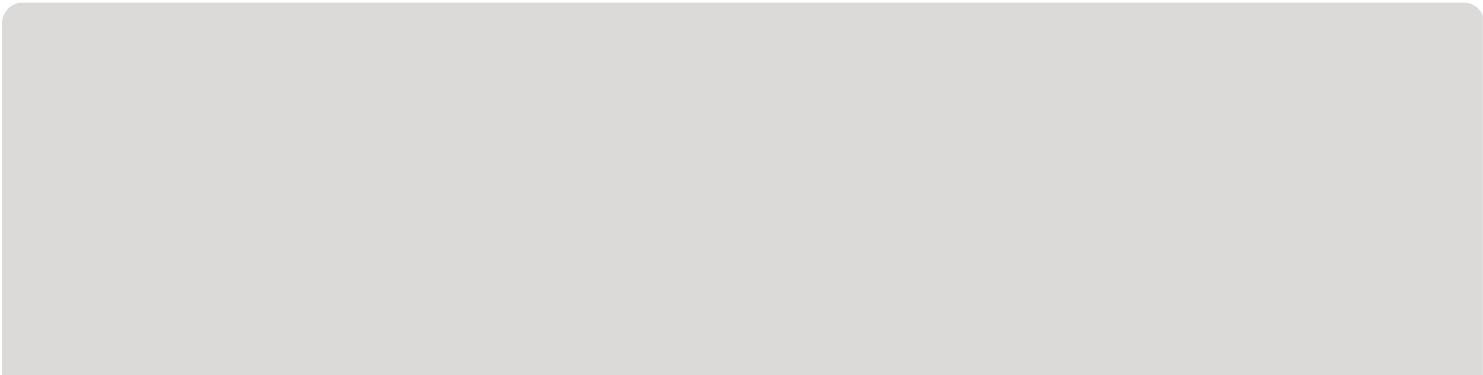
★★★★★ · January 2024 · Stayed over a week

Very comfortable! Host is very friendly and pro-actively made sure we had all our needs met.

Show all 20 reviews

Where you'll be

Victoria, British Columbia, Canada




Neighbourhood highlights

Centrally located for easy access, also located on major BC transit routes. Just a 10 minute drive to beautiful inner harbour. Butchart gardens, BC ferries and Victoria airport are all within 30 minutes. Access to Mile 0 and esquimalt lagoon are within 20 minutes. Galloping Goose trail is about 8 minutes away, then take a nice bike ride, jog or stroll to...

Show more >

Meet your Host



Bryan

Superhost

20

Reviews

4.75★

Rating

7

Months hosting


 Lives in Victoria, Canada

[Show more](#) >

Bryan is a Superhost

Superhosts are experienced, highly rated Hosts who are committed to providing great stays for guests.

Message Host

 To protect your payment, never transfer money or communicate outside of the Airbnb website or app.

Things to know

House rules

Check-in: 4:00 p.m.–12:00 a.m.

Checkout before 11:00 a.m.

6 guests maximum

[Show more](#) >

Safety & property

Exterior security cameras on property

Pool/hot tub without a gate or lock

Carbon monoxide alarm

[Show more](#) >

Cancellation policy

[Show more](#) >

[Airbnb](#) > [Canada](#) > [British Columbia](#) > [Capital Regional District](#) > [Victoria](#)

Explore other options in and around Victoria

- Surrey

Vacation rentals
- Burnaby

Vacation rentals
- Richmond

Vacation rentals
- Squamish

Vacation rentals
- North Vancouver

Vacation rentals
- Forks

Vacation rentals
- Vancouver Island

Vacation rentals
- Portland

Vacation rentals
- Seattle

Vacation rentals

Other types of stays on Airbnb

- Victoria vacation rentals

Victoria monthly stays
- Family-friendly vacation rentals in Victoria

Kid-friendly vacation rentals in Victoria
- Vacation rentals with outdoor seating in Victoria

Pet-friendly vacation rentals in Victoria
- House vacation rentals in Capital Regional District

Vacation rentals with outdoor seating in Capital Regional District
- Kid-friendly vacation rentals in Capital Regional District

Support

Help Centre

AirCover

[Anti-discrimination](#)

[Disability support](#)

[Cancellation options](#)

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Hosting

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[AirCover for Hosts](#)

[Hosting resources](#)

[Community forum](#)

[Hosting responsibly](#)

[Join a free hosting class](#)

Airbnb

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 English (CA)

\$ CAD

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September 17, 2024

To Whom It May Concern:

I am formally writing in response to the License Inspector's response regarding a STR license for 3150 Balfour Avenue.

You state in your opening summary that 'there is evidence suggesting' I live and work in Alberta or with my girlfriend in Saanich. First, this sentence contradicts itself as it's stating there's evidence but then also states suggesting. What evidence do you have stating I don't live in the third (small) bedroom upstairs of my residence at 3150 Balfour Ave? I would truly like to see this evidence as my DL, contractor license, bills, taxes, businesses (and everything else in my name) are all located at this address (Appendix 1a, b & c – Tangerine Bank Statement, Amazon Prime Delivery and Spyke Power Systems Ltd Business License). Also, my girlfriend lives in Esquimalt, as noted in Ms. Carr's write-up, so there is clearly confusion regarding the facts of your report.

During the first walk-through performed by Officer Halkett, I told him about downstairs and that they were required to view the entire property. Mr Halkett told me it was not necessary for him to view the office space even after I mentioned, a few times, my understanding of the requirement is to view the whole house. Because of this noncompliance, my STR license was delayed many weeks as another inspection was required to be performed (of the lower level of my residence). When Mr Halkett returned for the second inspection, to look at the lower level of my home, he apologized many times admitting he made a mistake and stated he was new to the inspection department (just under 12 months) (Appendix 2 – Email from Mr Halkett). I would like to note that this mistake created a delay in the issuance of my 2023 STR license of approx. one month.

During the same first walk-through with Mr Halkett, he asked what my plans were for the rentals, and I told him that I would like to rent mostly on weekends and possibly weekdays when I am home. Mr Halkett then stated that sounded great and never requested I advise him of any change to this plan.

When I spoke with AirBnB and ambassadors, I was advised to securely lock access to places within the home that had private and personal information, such as my office, to ensure no breach of privacy. A wall was placed by a professional

contractor so that guests had no access to reach my office area which does contain personal information of clients including names, addresses and payment information. Once Mr Halkett made me aware that I could not have the wall placed at the top of the stairs, I hired a professional contractor to place the stairwell opening as originally planned (City of Victoria Appendix C). Also, when any and all safety concerns were put forward to me, I started addressing each and every one of them (by permit applications). A contractor was hired as explained above to place the stairwell back to its original state and at this point. A locking door was installed by a professional contractor to secure my office space.

Any other 'unpermitted work' (which was done by previous owners) was brought forward to my attention and I rectified each issue with relevant permits in place to meet your requirements:

- building permit is ready and approved at a cost of \$1000 (Appendix 3a & b – Building permit approval email from City of Victoria)
- installed a new water line costing over \$10,000 (Appendix 4a, b & c – Pictures of completed water line)
- updated design layout drawings, with the use of an engineer and contractor, to provide to the city to match the current layout of the residence costing approx. \$6,000
- updated electrical and safety survey costing \$3,500 (Appendix 5a & b – EP Final All Work Complete & Life Safety Systems Complete Notice from City of Victoria)
- contracting fees to address all the safety issues and to prove that I am living upstairs at my personal residence costing \$5,000 (Appendix 6a & b – Pictures of downstairs kitchen/wet bar removed)

The AirBnB website posting options only allow to advertise my home as "Entire house", "Room" or "Shared Room" (Appendix 7 – AirBnB Property Type Drop Down Options). I am not renting just a room or renting shared rooms, so I selected the 'entire house' option. Also to note, the couch is a pull-out bed that fits 2 people so the home can sleep 6 with three beds, one bed in master (fits two), one bed in second bedroom (fits two) and one bed in the couch (fits two). This is still within the short-term regulations as only 2 bedrooms max are being rented. Not anywhere in the bylaws does it state a pullout in a common area is prohibited.

While working long hours, I do not have time to clean or check inventory items. If you want to fail at hosting tourists in your household, as stated by AirBnB ambassadors, you will do your own cleaning (Appendix 8 – Turno, AirBnB

Advice/Recommendations). I want to give my guests the best experience and make sure everything is done correctly and up to standard, and honestly, I am not the best cleaner myself. I don't see how hiring a cleaner creates a problem in obtaining a STR license.

My schedule shifts depending upon contracts, and I was waiting for a new contract to come up, so I changed the availability of my STR. As per city bylaws for STR, there is no maximum time restriction for how many days per year you can rent out your home to guests. Please read article from Times Colonist on July 21, 2024 (Appendix 9 – Times Colonist Article picture with link), for details stated from City of Victoria.

I am new to this process and did not realize that having a 2023 license and applying for a 2024 meant I was not able to rent it out. I was under the impression that if my application was submitted, I could still rent my home. The evidence the City of Victoria (City of Victoria Appendix Q) has of dates that weren't blocked out on AirBnB after I was notified of my 2024 license status was due to clients booking cancellations before I noticed the cancellation and blocked out said dates. This is an AirBnB website issue and host error. I have had fulltime roommates living in the larger two bedrooms since April 1, 2024 (Appendix 10a & b – BC Residential Tenancy Agreements).

During the inspection with Ms Carr, I felt coerced to answer her questions in a certain way as she didn't 'ask' questions but rather made statements waiting for me to agree with her. At that point in time, I was not able to make decisions for an entire year (including all vacation time) and when I stated I was not yet sure of plans for the full year, then Ms Carr responded with "How can you not know? I know what I'm doing for the next 12 months". I told her I was not like her to plan out an entire year in advance in which she responded with 'well, if you were a parent like me, you would know'. I knew she was a new mom as she had told me at the start of the inspection, she was just coming off maternity leave. I felt as though I was being judged and this is a very offensive statement to make. People judge me in my personal life that at my age I do not have children. How dare a person of the city be so negative and judgmental to a person that does not have kids. This is completely inappropriate. No staff member should ever ask for personal information of this nature, and I was not going to bring this up as an official complaint, but her biased opinion is now affecting my life. I will complete an affidavit to stand by this comment.

Balfour is and has been my primary residence since I purchased the home (Appendix 1a, b & c). I had sometimes bid on short term (1-2 week) work contracts in Alberta but my principal residence (according to BC law > 6 months per year) was always Balfour and I was never away for more than 1-2 weeks at a time. As stated in my original appeal letter, my circumstances had changed, and I shifted my lifestyle to ensure all work contracts are located within the Southern Island.

The open-source used to verify my employment was Linked-in and my work profile had not been updated for some time. This is not a reliable source of information as I haven't used Linked-in for over a year, hence the lack of updating my own profile. This would be the same as relying on Facebook or Instagram (etc) for factual information. These types of social media rely solely on the account holder to update information – this could lead to false information being posted or a lack of updates being made.

As previously mentioned, there are only 3 choices on Airbnb to advertise my residence and I chose the closest one that matched. That is the entire home as it's not just a room and not a shared room. I let guests have access to the entire house (including the patio, hot tub and yard) except for my bedroom and office area. Not once was my bedroom ever rented out.

After Ms Carr's inspection, I was informed the kitchen/wet bar in the lower office area was an issue. As soon as I learned this information, I had a contractor come in to remove it. I attached photos as proof in my appeal letter and have attached them again (Appendix 6a & b). I use my office as anyone uses a home office. I do all my cooking upstairs, either alone or shared with renters.

There were assumptions made regarding my house having two separate self-contained dwelling units which are false assumptions. You stated on the first denial of my application for 2024 that downstairs is a self-contained dwelling unit (this is an assumption) which in turn led you to classify upstairs as a self-contained dwelling (another assumption) and then further assuming that upstairs is not my principal residence. By City definitions, a self-contained dwelling unit includes "a separate entrance, bathroom and kitchen". My basement (office space) no longer meets this definition therefore, I don't understand where these assumptions are coming from (Appendix 6a & b). In 2023 my STR application was approved with the kitchen/wet bar constructed, but now you now denied my 2024 application with the exact same layout. This is proof of a lack of consistency, but that aside, I did remove the kitchen/wet bar to meet your standards and clarify any

misunderstanding of upstairs and downstairs being separate self-contained dwelling units (Appendix 6a & b).

There is no STR bylaw stating homeowners are not allowed to post for a 1-night stay. I spoke to Ms Carr about this as I, myself, had been in a situation where I needed a 1-night stay. I want to offer guests the same opportunity if they only have limited time to enjoy our beautiful city. I will refer you again to the Times Colonist Document on July 21, 2024 (Appendix 9).

I work during the day and guest check in is 1pm and I sometimes allow early check in, so I am not home during the day to let guests in. Yes, I provide them with clear instructions to let themselves into the home and I hire a cleaner at times. I label items in the home not only for the cleaner but also so guests can easily find what they are looking for. This way they don't have to feel they are an inconvenience to me (the host). I want them to have a seamless and comfortable stay. There are times in which I have a guest checking out and a new guest coming in that same day - I am at work and am unable to clean in between guests. Your statement about labelling items being 'consistent with a full-time short-term rental model' is simply another assumption. Labelling items in the home was also another suggestion provided by AirBnB ambassadors. I would have been happy to provide rationale on this type of decision-making had I been asked. I have contacted Air BnB ambassadors, and they suggest hiring a cleaner as no homeowner is better than a professional. Please read my evidence from a Reputable resource "Turno" (Appendix 8).

As nothing had changed in the home from 2023 to 2024 (except safety updates required by your regulations), I didn't see an issue in getting my license back for 2024 so I blocked-out time, allowing for inspection, review and granting of a new license. This is a business plan (as you asked for). I was trying to plan ahead, as recommended by Ms Carr. I wasn't by any means trying to disrespect the system.

I have asked for clarity many times, but licensing staff barely seem to understand so are unable to provide clear directions. If regulation was written out clearly this would avoid a lot of confusion as many people are having. Please, again, refer to article from Times Colonist on July 21, 2024 (Appendix 9), as staff and applicants are having the same confusing issues.

In summary:

I have only been open and honest and tried my best to understand what is required of me with not much help of your staff in translating regulations into proper English that someone other than a lawyer can understand. This results in not just applicants misunderstanding the requirement but also the staff as they are unable to provide clear directions.

Once issues were first raised by Mr Halkett, I was compliant by rectifying them resulting in \$24,500 extra costs to bring my residence up to your standards as requested to date. Once my STR license is issued, I will have to pay \$1000 for the building permit (Appendix 3a & b), then will have to pay for a plumbing permit, then pay for any updates the plumbing inspector may find which could be in the thousands of dollars. I was also compliant when Ms Carr decided the kitchen/wet bar in my office space was not allowed (yet Mr Halkett had no issue with it) and I removed it as required (Appendix 6a & b). I have spent thousands of dollars and countless hours updating my building plans so that a building permit will be issued to me to satisfy STR and City of Victoria requirements (Appendix 3a & b). As mentioned, most of the layout and design of the residence was done prior to my purchase of the home. I have done everything you have asked me to do including:

- Removal of wall at top of stairs immediately once identified as changing the zoning (City of Victoria Appendix C)
- Excavated and installed a new and larger water line from the city service to inside the residence (Appendix 4a, b & c)
- Updated all house plans with the assistance of an engineer and contractor so that I may pull a building permit for any unpermitted work as requested. As stated on the building permit the house does not include the addition of another dwelling unit (Appendix 3a & b)
- Updated electrical and completed safety survey for occupancy (Appendix 5a & b)
- Addressed safety issues and removal of kitchen/wet bar in office to comply with your requirements. For clarity, there is no secondary dwelling unit in the house (Appendix 6a & b)
- Completed plumbing survey of all plumbing work that has been completed in the house
- Provides plumber clarity for when plumbing permit will be pulled.

Posting as an entire house is the only drop-down option on the AirBnB website that fits my residence rental option (Appendix 7). I have made it clear and provided

proof that I do live in the third (small) bedroom of the home, and it is my primary residence. The limited options allowable on the AirBnB website should not hinder my ability to obtain a STR license (Appendix 7). My driver's license, contractor business license from the City of Victoria, BC health, all bank statements, amazon, and personal and business taxes are all located at the address of 3150 Balfour Ave. I have multiple deliveries a week to my residence. My company business license is attached as evidence of my residence and for your records (Appendix 1a, b & c).

Robert Halkett was unbiased in his opinion for my 2023 license as an inspector should be. And even though he was fairly new to his position as an inspector, he was willing to work with me to obtain a STR license instead of working against me (Appendix 2). Lauren Carr, on the other hand, was beyond unprofessional, biased, offensive, judgmental and opinionated which directly resulted in my denial of my 2024 license. To which, I will also add that she told me more than once she is not responsible for making application decisions; however, according to your most recent communication, this has now been proven to be untrue.

You state my claims are 'proven to be misleading' yet I don't see any factual proof of this. See all factual attached documents for your review in Appendix 1 through 10. I request that you review this information looking solely at the facts. I would be happy to open my home up for another inspection should you feel that is necessary.

My goal is to work with the City of Victoria in obtaining a 2024 STR license.

Thank you for your time and consideration,

Bryan Dobinson



Appendix 1a

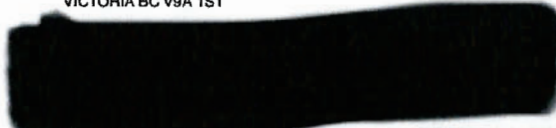


Statement www.tangerine.ca

August 01, 2024 To August 31, 2024

Client #: [REDACTED]

BRYAN SCOTT DOBINSON
3150 Balfour Ave
VICTORIA BC V9A 1S1



Account Registration: Mr. BRYAN SCOTT DOBINSON

Account Type
Tangerine Savings Account

Account Balance(\$)
[REDACTED]

The Details - Tangerine Savings Account



Please note that you'll need to allow some time for deposits made from your linked Account to clear. Deposits coming from another Canadian bank will be on hold for 5 business days while deposits coming from an American bank will be held for 15 business days. But don't worry: your money will be earning interest during this time.

*The Cashable Rate column will reflect that the rate is not applicable (N/A). Tangerine GICs can be cancelled within 30 days of the purchase or renewal date (referred to on your statement as the "Issue Date").

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Nobody likes mistakes. If we made one, please call us at 1-888-464-3232 or 416-756-2424 so we can fix it.

Page 1 of 1

4:45

Appendix 1B

LTE 45



Search Amazon.ca



Delivered 5 September

[See all orders](#)



Add delivery
instructions

Share tracking

Shipping Address

Bryan dobinson

3150 Balfour Avenue

Victoria, British Columbia V9A 1S1

Order Info

[View order details](#)




Customers Who Bought Items in

Your Order Also Bought



Appendix 1c

Appendix 1C

 <p>CITY OF VICTORIA 1 Centennial Square Victoria, BC V8W 1P6 www.victoria.ca</p>		<h2>BUSINESS LICENCE</h2>	
<p>THIS LICENCE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES, IS NON-TRANSFERABLE, AND IS VOID ON CHANGE OF OWNERSHIP OR CHANGE OF LOCATION.</p>			
BUSINESS & MAILING ADDRESS:		LICENCE NO:	00027189
SPYKE POWER SYSTEMS LTD 3150 BALFOUR AVE VICTORIA BC V9A 1S1		LICENCE FEE:	\$100.00
BUSINESS LOCATION:		EXPIRES ON:	Jan 15, 2025
3150 BALFOUR AVE			
LICENCEE:		CONDITIONS:	
SPYKE POWER SYSTEMS LTD PO BOX 5127 VICTORIA BC V8S 5J3		HOME-BASED BUSINESS Intermunicipal Licence Required To Comply With Schedule D Home Occupation Regulations of the Zoning Regulation Bylaw, or Section 3.1.9 of Zoning Bylaw 2018 as applicable.	
<p>HAS PAID THEIR REQUIRED LICENCE FEE AND IS ENTITLED TO CARRY ON THE BUSINESS DESCRIBED AS:</p>			
CONTRACTOR			
<p>IN A LAWFUL MANNER AND THIS LICENCE IS ISSUED SUBJECT TO THE PROVISIONS OF ALL BY-LAWS OF THE CITY OF VICTORIA, NOW OR HEREAFTER IN FORCE, AND TO ALL AMENDMENTS THAT MAY HEREAFTER, DURING THE CURRENCY OF THIS LICENCE BE MADE TO SAID BY-LAWS. IN THE EVENT THE NAME OR NATURE OF THE BUSINESS IS CHANGED, OR THE ADDRESS FROM WHICH THE BUSINESS IS CARRIED ON IS CHANGED, THE CITY OF VICTORIA MUST BE NOTIFIED AT 250.361.0572 OR VIA E-MAIL AT BUSINESSLICENCE@VICTORIA.CA</p>			

tender.victoria.ca





733

2 Messages

**Siri Found an Email**

Robert Halkett

Update

**Robert Halkett**

8/22/23

To: Bryan Dobinson >



Inspection Follow Up

Good afternoon Bryan,

We have received your emails over the last week regarding your licence application. Before the application can be fully processed, unfortunately I made a mistake by not inspecting the basement. During review of internal city records, it was identified that a basement is present at 3150 Balfour Avenue and within the Short-Term Rental inspections, all areas of the home needed to be inspected. So before your licence can be fully processed, myself or another officer needs to reattend to inspect the basement area so those photos can be added to the file.

Looking ahead to this, my availability next week is Monday to Thursday (Aug 28-31). I have another inspection the morning of the 28th, but other than that I am available at any time of day from 8 AM to 3 PM. As the upper area of the home has already been inspected and documented, this inspection should not take too





877

Appendix 3a

Appendix 3a

Message contains unloaded images.

[Load All Images](#)

permits@victoria.ca

To

6/13/24



Building Permit
BP058584-3150 BALFOUR
AVE Ready for Issuance

Permits and Inspections Division

Address: 3150 BALFOUR AVE

**Permit
Number:** BP058584

**Permit
Scope:** LEGALIZE WORK DONE
WITHOUT PERMIT. UPPER
LEVEL - REINSTATE WALL
BETWEEN THE KITCHEN
AND HALLWAY, ADD A
POWDER ROOM, ADD A
LAUNDRY AREA REPAIR





877

Building Permit BP0...



Address: 3150 BALFOUR AVE

**Permit
Number:** BP058584

**Permit
Scope:** LEGALIZE WORK DONE
WITHOUT PERMIT. UPPER
LEVEL - REINSTATE WALL
BETWEEN THE KITCHEN
AND HALLWAY, ADD A
POWDER ROOM, ADD A
LAUNDRY AREA. REPAIR
SIDE DECK. LOWER LEVEL -
ADD A 3-PIECE BATHROOM,
OFFICE, AND CONVERT
CRAWL SPACE TO
WORKSHOP. THIS PERMIT
DOES NOT INCLUDE THE
ADDITION OF ANOTHER
DWELLING UNIT.

**YOUR BUILDING PERMIT IS READY
FOR ISSUANCE**

**Digital permits will be sent by email
once the permit has been signed and
payment is received. Paper permits
are picked up in person at City Hall.**

You will receive an email with the
unsigned building permit shortly.



Appendix

4a



Appendix 4B



Appendix 4c



Residential Electrical Permit Issued

APPROVED

Start: Sep 29, 2023

End: Sep 29, 2023

SAFETY SURVEY

ACCEPTED

Start: Oct 03, 2023 AM

End: Oct 03, 2023

SAFETY SURVEY

ACCEPTED

Start: Jun 10, 2024 PM

End: Jun 10, 2024

SAFETY SURVEY

ACCEPTED

Start: Jun 12, 2024 PM

End: Jun 12, 2024

EP Final / All Work Complete

ACCEPTED

Start: Jun 13, 2024 PM

End: Jun 13, 2024

AA

tender.victoria.ca



WORK IN PROGRESS

ACCEPTED

Start: Jan 05, 2023 AM

End: Jan 05, 2023

Safe to Occupy / Life Safety Systems Complete

APPROVED

Start: Jun 15, 2023

End: Jun 26, 2023

EP Final / All Work Complete

CANCELLED

Start: Jun 15, 2023 AM

End: Jun 26, 2023

EP Final / All Work Complete

APPROVED

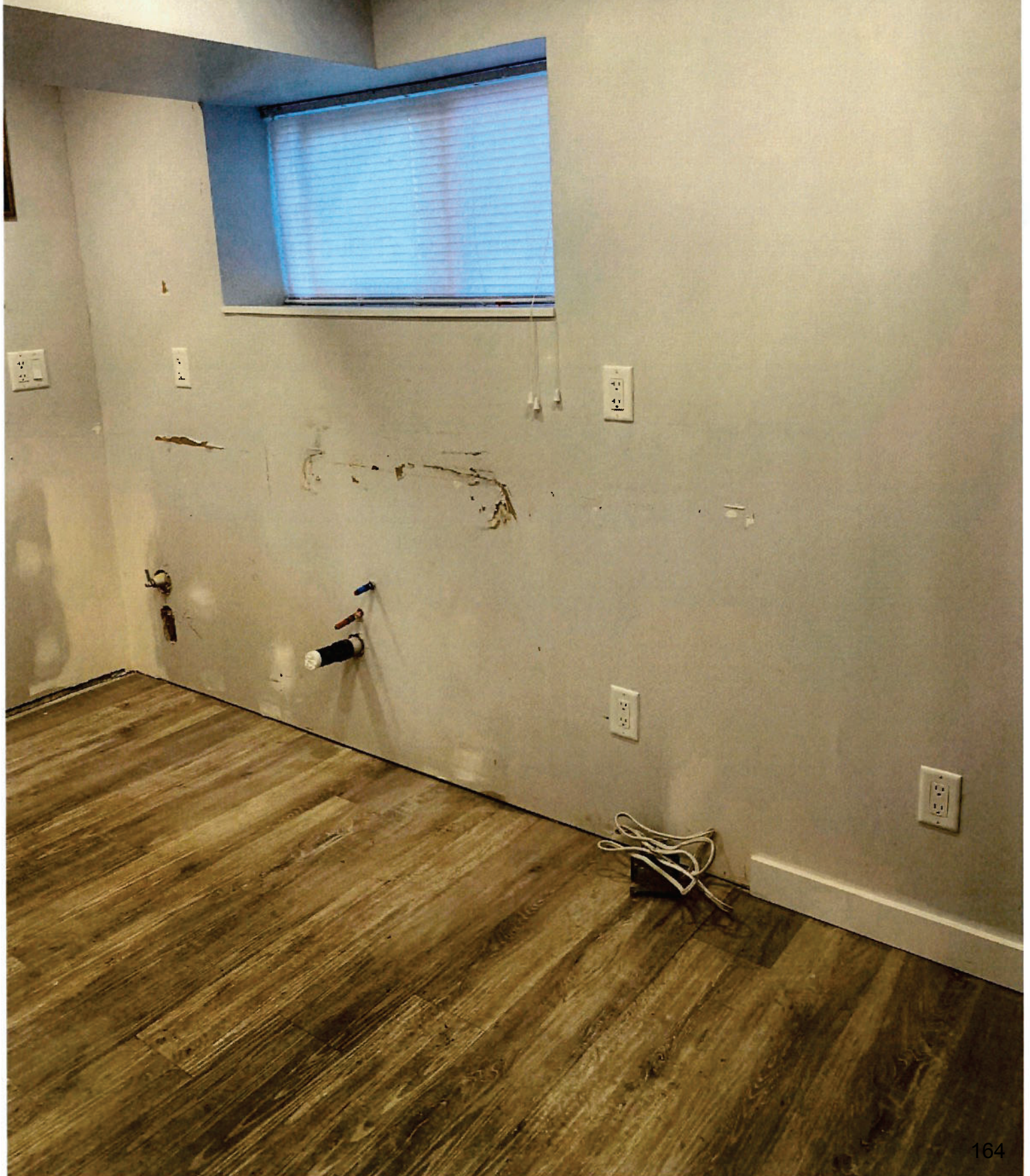
Start: Jul 12, 2023 AM

End: Jul 12, 2023

Conditions

Except for Branch circuits supplying counter plugs, refrigerators, and Sump pumps. All 125 volt receptacles rated 20 amps or less shall be protected by an AFCI device in compliance to

Appendix 6A



Appendix 6B



4:06

LTE 37

Appendix 7

X

Appendix 7

Property type

Which is most like your place?

House



Property type

Home



A home that may stand-alone or have shared walls.

Listing type

Entire place



Guests have the whole place to themselves. This usually includes a bedroom, a bathroom, and a kitchen.

How many floors in the building?

1

+

Done

Entire place

Room

Shared room



simple solution: eliminate the hassle and hire a professional cleaning service to clean for you. It's time to ease your stress levels and check out how you can effectively run a vacation rental without doing any of the dirty work.

By The Turno Team

Last updated: March 25, 2024

Benefits of Hiring an Airbnb Cleaning Service

Although cleaning your vacation rental yourself will save you a few extra bucks in the short term, hiring a professional cleaner will be more beneficial to you in the long term.

An Airbnb cleaner can save you time, increase the quality of cleaning, and create an inviting environment for your guests. In return, those extra bucks you spent on hiring a cleaner will actually be a great long-term investment.

If you're on the fence about hiring an Airbnb cleaner, find out more about the benefits of having one below.



Victoria to tinker again with rules for short-term rentals

Full Link: <https://www.timescolonist.com/local-news/victoria-to-tinker-again-with-rules-for-short-term-rentals-9248144>

New provincial rules clash with the city's
regulations



[Andrew A. Duffy](#)

Jul 21, 2024 4:13 AM



*The City of Victoria wants to clarify its policy on using
secondary suites for short-term rentals. DELTA
OPTIMIST FILE*



Victoria council is planning to tinker with its



Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

Dobinson

last name

Bryan

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

Ramandeep

first and middle name(s)

last name

first and middle name(s)

(optional) phone number

(optional) email address for service (see section 16 below)

(optional) other phone number

(optional) other email address for service

ADDRESS OF PLACE BEING RENTED TO TENANT(S) called the 'rental unit' in this agreement:

unit number	3150 Balfour Avenue	Victoria	BC	V9A 1S1
	street number and street name	city	province	postal code

ADDRESS FOR SERVICE of the ☒ landlord ☐ landlord's agent:

unit/site #	3150 Balfour Avenue	Victoria	BC	V9A 1S1
	street number and street name	city	province	postal code

daytime phone number

other phone number

(optional) email address for service (see section 16 below)

fax number for service

(optional) other email address for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

1	April	2024
day	month	year

- Check ☒ A) and continues on a month-to-month basis until ended in accordance with the Act.
- A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.
- ☐ weekly ☐ bi-weekly ☐ other:
- ☐ C) and is for a fixed term ending on

day	month	year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

- Check ☐ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.
- D or E ☐ E) At the end of this time, the tenancy is ended and the tenant **must vacate** the rental unit.
- This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

* If you choose E, both the landlord and tenant must initial here

The tenant must move out on or before the last day of the tenancy.

Landlord's Initials	Tenant's Initials
------------------------	----------------------

3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$

 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st)

 day of each

(check one) ☐ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input checked="" type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Parking for <table border="1" style="display: inline-table; width: 50px; height: 15px;"></table> vehicles
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow removal	<input checked="" type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; height: 15px;"></table>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; height: 15px;"></table>
<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input checked="" type="checkbox"/> Free laundry	<input checked="" type="checkbox"/> Furniture	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; height: 15px;"></table>
<input checked="" type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 300px; height: 15px;"></table>				

Inventory list to be reviewed & signed upon move in and move out

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$

by

1	April	2024
---	-------	------

day month year

B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$

by

--	--	--

day month year

1) The landlord agrees

- a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

2) The 15 day period starts on the later of

- a) the date the tenancy ends, or
- b) the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1)(c), the landlord

- a) may not make a claim against the security deposit or pet damage deposit, and
- b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length and has 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the unit;
 - f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at anytime.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. SERVICE OF DOCUMENTS

If you provide an email address in this agreement, you may be given or served documents related to the tenancy agreement or to an application for dispute resolution at the email address provided in this agreement. Depending on the type of document, there may be time limits for further action. If you provide an email for service, you are responsible for monitoring the email address on a regular basis.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☐ is ☒ is not an Addendum
If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)	
Dobinson	Bryan
last name	first and middle name(s)
Signature: _____	Date: March 23, 2024
_____	_____
last name	first and middle name(s)
Signature: _____	Date: _____
TENANT(S):	
_____	Ramandeep
last name	first and middle name(s)
Signature: _____	Date: March 23, 2024
_____	_____
last name	first and middle name(s)
Signature: _____	Date: _____

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602



Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

Dobinson

last name

Bryan

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

last name

Michael

first and middle name(s)

last name

first and middle name(s)

(optional) phone number

(optional) email address for service (see section 16 below)

(optional) other phone number

(optional) other email address for service

ADDRESS OF PLACE BEING RENTED TO TENANT(S) called the 'rental unit' in this agreement:

3150 Balfour Avenue	Victoria	BC	V9A 1S1
unit number	street number and street name	city	province postal code

ADDRESS FOR SERVICE of the ☒ landlord ☐ landlord's agent:

3150 Balfour Avenue	Victoria	BC	V9A 1S1
unit/site #	street number and street name	city	province postal code

daytime phone number

other phone number

(optional) email address for service (see section 16 below)

fax number for service

(optional) other email address for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

1	April	2024
day	month	year

- Check ☒ A) and continues on a month-to-month basis until ended in accordance with the Act.
- A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.
- ☐ weekly ☐ bi-weekly ☐ other:
- ☐ C) and is for a fixed term ending on

day	month	year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

- Check ☐ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.
- D or E ☐ E) At the end of this time, the tenancy is ended and the tenant **must vacate** the rental unit.
- This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

* If you choose E, both the landlord and tenant must initial here

The tenant must move out on or before the last day of the tenancy.

Landlord's Initials	Tenant's Initials
------------------------	----------------------

3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$

 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st)

 day of each (check one) ☐ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input checked="" type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Parking for <table border="1" style="display: inline-table; width: 50px; height: 20px;"></table> vehicles
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow removal	<input checked="" type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	Other: <table border="1" style="display: inline-table; width: 150px; height: 20px;"></table>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	Other: <table border="1" style="display: inline-table; width: 150px; height: 20px;"></table>
<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input checked="" type="checkbox"/> Free laundry	<input checked="" type="checkbox"/> Furniture	Other: <table border="1" style="display: inline-table; width: 150px; height: 20px;"></table>
<input checked="" type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 400px; height: 20px;"></table>				

Inventory list to be reviewed & signed upon move in and move out

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ [REDACTED]

by

1	April	2024
day	month	year

B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$

by

day	month	year

1) The landlord agrees

- a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

2) The 15 day period starts on the later of

- a) the date the tenancy ends, or
- b) the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1)(c), the landlord

- a) may not make a claim against the security deposit or pet damage deposit, and
- b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length and has 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the unit;
 - f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at anytime.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. SERVICE OF DOCUMENTS

If you provide an email address in this agreement, you may be given or served documents related to the tenancy agreement or to an application for dispute resolution at the email address provided in this agreement. Depending on the type of document, there may be time limits for further action. If you provide an email for service, you are responsible for monitoring the email address on a regular basis.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☐ is ☒ is not an Addendum
If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)	
Dobinson	Bryan
last name	first and middle name(s)
Signature: _____	Date: March 25, 2024
_____	_____
last name	first and middle name(s)
Signature: _____	Date: _____
TENANT(S):	
_____	Michael
last name	first and middle name(s)
Signature: _____	Date: March 25, 2024
_____	_____
last name	first and middle name(s)
Signature: _____	Date: _____

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602