

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

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

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

Title

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

Amending Agreement authorized

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

Effective Date

- 3 This Bylaw comes into force on adoption.

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

CITY CLERK

MAYOR

SCHEDULE A

HOUSING AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

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

(the "City")

AND:

PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO. BC0052129)

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

(the "Owner")

WHEREAS:

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

PID: 003-524-442

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

(the "Lands").

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

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

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

1.0 DEFINITIONS

1.1 In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 TERM

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

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

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

4.0 AFFORDABLE HOUSING

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

4.2 The Owner further covenants and agrees that:

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

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

5.0 RENT ADJUSTMENTS

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

6.0 SUBDIVISION

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

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

7.0 REPORTING

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

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

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

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

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

8.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

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

9.0 LIABILITY

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

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

10.0 PRIORITY AGREEMENT

10.1 Intentionally Deleted.

11.0 GENERAL PROVISIONS

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

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

in the case of the City, addressed to:

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

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

in the case of the Owner, addressed to:

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

Attention: Manager Real Estate Services

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

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

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

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

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

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

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

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

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

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

