

**HOUSING AGREEMENT (2813-2887 Quadra Street,  
2814-2890 Fifth Street and 2780/82 Fifth Street) BYLAW**

**A BYLAW OF THE CITY OF VICTORIA**

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 2813-2887 Quadra Street, 2814-2890 Fifth Street, and 2780/82 Fifth Street, Victoria, BC.

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

**Title**

- 1      This Bylaw may be cited as the "HOUSING AGREEMENT (2813-2887 Quadra Street, 2814-2890 Fifth Street, and 2780/82 Fifth Street) BYLAW (2018)".**

**Agreement authorized**

- 2      The Mayor and the City Clerk are authorized to execute the Housing Agreement:**
- (a)      substantially in the form attached to this Bylaw as Schedule A;
  - (b)      between the City and Quadra Village Holdings Ltd. Inc. No. BC1005906, or other registered owners from time to time, of the lands described in subsection (c); and
  - (c)      that applies to the lands known as 2813-2887 Quadra Street, 2814-2890 Fifth Street and 2780/82 Fifth Street Victoria, BC, legally described as:
    - i.          PID 003-551-784  
             Lot 1 Section 5, Victoria District, Plan 20678
    - ii.        PID 005-515-840  
             Lot 2, Section 5, Victoria District, Plan 9052

READ A FIRST TIME the                      **12<sup>th</sup>**      day of                      **July**                      2018

READ A SECOND TIME the                      **12<sup>th</sup>**      day of                      **July**                      2018

READ A THIRD TIME the                      **12<sup>th</sup>**      day of                      **July**                      2018

ADOPTED on the    day of    2018

CITY CLERK

MAYOR

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

BETWEEN:

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

OF THE FIRST PART

AND:

**QUADRA VILLAGE HOLDINGS LTD.**  
(Inc. No. BC1005906)  
  
330 – 1639 West 2<sup>nd</sup> Avenue  
Vancouver, BC V6J 1H3  
  
(the "**Owner**")

OF THE SECOND PART

AND:

**CANADIAN WESTERN BANK**  
  
2200 – 666 Burrard Street  
Vancouver, BC V6C 2X8  
  
(the "**Existing Chargeholder**")

OF THE THIRD PART

**WHEREAS:**

- A. 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*.
- B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2813-2887 Quadra Street, Victoria, BC and 2814-2890 and 2780/82 Fifth Street, Victoria, BC and legally described as:

PID: 003-551-784  
Lot 1 Section 5 Victoria District Plan 20678; and

PID: 005-515-840  
Lot 2, Section 5, Victoria District, Plan 9052

(collectively, the "**Lands**");

- C. The Owner has applied to the City to rezone the Lands to permit 34 housing units within the Development accordance with this Agreement.
- D. 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 moderate income rental housing, and that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of \$10.00 and the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

"**Development**" means the new 34 unit building consisting of residential housing and related facilities on the Lands;

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

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

"**Immediate Family**" includes a person's husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, niece and nephew;

"**Non-owner**" means a person other than the Owner and other than a member of the Owner's Immediate Family, who occupies a Dwelling Unit for residential purposes;

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

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

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

### 1.2 In this Agreement:

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

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

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

## **3.0 NO RESTRICTIONS ON RENTALS**

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## **4.0 REPORTING**

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, on the 1<sup>st</sup> day of February in each calendar year, a report in writing confirming the following:

- (a) all Dwelling Units are being rented to Non-owners;
- (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.

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

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

## **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

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

## **6.0 LIABILITY**

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

costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement.

- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

## **7.0 PRIORITY AGREEMENT**

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of mortgage and assignment of rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA3866650, extended by CA6024008 and modified by CA6024009, CA6024008, extension of CA3866650, modified by CA6024009, CA3866651 and CA6024010, respectively for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to Section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## **8.0 GENERAL PROVISIONS**

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

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the City:

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

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

to the Owner:

Quadra Village Holdings Ltd.  
330 – 1639 West 2<sup>nd</sup> Avenue  
Vancouver, BC V6J 1H3

Attention: Andrew Rennison  
Fax: 604-736-1865

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

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

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

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

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

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

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

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

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

**8.8 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

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

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

- 8.11 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.12 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.13 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieves the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 8.14 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.15 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by facsimile or emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.16 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

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

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatories:

\_\_\_\_\_  
MAYOR Lisa Helps

\_\_\_\_\_  
CITY CLERK Chris Coates

Date signed: \_\_\_\_\_, 2018.

[owner(s)]

**QUADRA VILLAGE HOLDINGS LTD.**

by its authorized signatory(ies):



Print Name: Andrew Rennison

Print Name: \_\_\_\_\_

Date signed: April 4, 2018.

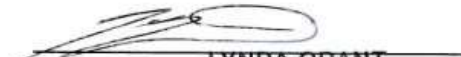
[existing chargeholder(s)]

**CANADIAN WESTERN BANK**

by its authorized signatory(ies):



Print Name: DANIEL PRETO  
AVP COMMERCIAL BANKING



Print Name: LYNDA GRANT  
SENIOR CREDIT OFFICER

Date signed: April 4, 2018.