

## K. BYLAWS

### K.3 Bylaw for 945 Pembroke Street: Rezoning Application No. 000642

**Moved By** Councillor Potts

**Seconded By** Councillor Loveday

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

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1199) No. 19-080

**CARRIED UNANIMOUSLY**

**Moved By** Councillor Alto

**Seconded By** Councillor Potts

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

1. Housing Agreement (945 Pembroke Street) Bylaw (2019) No. 19-081

**CARRIED UNANIMOUSLY**

**Moved By** Councillor Potts

**Seconded By** Councillor Alto

That Council, after giving notice and allowing an Opportunity for Public Comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00642, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00078 for 945 Pembroke Street, in accordance with:

1. Plans date stamped May 29, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. reduce the required number of residential parking spaces from 12 to 10 and the number of visitor parking spaces from two to nil
  - ii. reduce the continuous landscaping screen between a surface vehicle parking area and an adjacent lot primarily for residential uses from 1m to 0.60m.
3. Enter into an Agreement with a car share provider and purchase 12 car share memberships (one car share membership per dwelling unit).
4. The Development Permit lapsing two years from the date of this resolution."

**CARRIED UNANIMOUSLY**



## **Council Report**

**For the Meeting of July 11, 2019**

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**To:** Council **Date:** June 27, 2019

**From:** Andrea Hudson, Acting Director, Sustainable Planning and Community Development

**Subject:** **Rezoning Application No. 00642 and Development Permit with Variance Application No. 00078 for 945 Pembroke Street**

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### **RECOMMENDATION**

#### Rezoning Application No. 00642

That Council give first and second reading of the Zoning Regulation Bylaw Amendment No. 19-080 (Amendment No. 1199), and give first, second, and third readings to Housing Agreement (945 Pembroke Street) Bylaw No. 19-081.

#### Development Permit with Variance Application No. 00078

That Council, after giving notice and allowing an Opportunity for Public Comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00642, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00078 for 945 Pembroke Street, in accordance with:

1. Plans date stamped May 29, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. reduce the required number of residential parking spaces from 12 to 10 and the number of visitor parking spaces from two to nil
  - ii. reduce the continuous landscaping screen between a surface vehicle parking area and an adjacent lot primarily for residential uses from 1m to 0.60m.
3. Enter into an Agreement with a car share provider and purchase 12 car share memberships (one car share membership per dwelling unit).
4. The Development Permit lapsing two years from the date of this resolution."

### **EXECUTIVE SUMMARY**

The purpose of this report is to present Council with an update regarding the Rezoning and Development Permit with Variance Applications for the property located at 945 Pembroke Street. The proposal is to increase the density to 0.87:1 floor space ratio and construct two multi-unit residential buildings.



In accordance with Council's motion of February 28, 2019 included below, the necessary conditions that would authorize the approval of the Rezoning Application for the subject properties have been fulfilled. The motion from the February 28, 2019 Council meeting is as follows:

Rezoning Application No. 00642

*That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00642 for 945 Pembroke Street, that first and second reading of the Zoning Regulation Bylaw Amendment and bylaw to authorize a housing agreement be considered by Council and a Public Hearing date be set, subject to the applicant preparing and executing a housing agreement to ensure that future Strata Bylaws could not prohibit the rental of units.*

*That Council direct staff to explore with the applicant to work with the CRD to secure one of the units as below market housing.*

Development Permit with Variances Application No. 00078

*That Council, after giving notice and allowing an Opportunity for Public Comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00642, if it is approved, consider the following motion:*

*"That Council authorize the issuance of Development Permit with Variance Application No. 00078 for 945 Pembroke Street, in accordance with:*

- 1. Plans date stamped February 12, 2019.*
- 2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:*
  - i. Lot A - reduce the required number of residential parking spaces from six to five and the number of visitor parking spaces from one to nil*
  - ii. Lot B - reduce the required number of residential parking spaces from six to five and number of visitor parking spaces from one to nil*
  - iii. Reduce the continuous landscaping screen between a surface vehicle parking area and an adjacent lot primarily for residential uses from 1m to 0.60m.*
- 3. Enter into an Agreement with a car share provider and purchase 12 car share membership (one car share membership per dwelling unit).*
- 4. The Development Permit lapsing two years from the date of this resolution."*

**COMMENTS**

Site Planning and Subdivision

At Committee of the Whole (COTW) on February 28, 2019, the applicant proposed to subdivide the subject property into two lots and construct a multi-unit residential building on each lot. Following COTW, the applicant received more information on servicing the site and determined that it is not financially feasible to service two separate lots as originally proposed. The applicant has revised the plans to show two multi-unit residential buildings on one lot (revised plans attached). This proposed change does not alter the building heights, density, building setbacks or number of dwelling units. Even though there are no changes to the number of parking spaces being provided, the original wording for the parking variance in Council's motion had to be adjusted to reflect two buildings on one lot. The recommendation for the Development Permit with Variance Application has been updated accordingly, for Council's consideration.

## Public Hearing Conditions

With regard to the pre-conditions that Council set in relation to these applications, staff can report that the following items have been fulfilled:

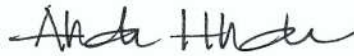
- an executed Housing Agreement was provided to ensure that all dwelling units remain rental in perpetuity
- an executed Housing Agreement to designate one of the dwelling units as an "Affordable Unit" under the Capital Regional District's housing program
- an agreement between Modo and the applicant for the purchase of 12 car share memberships.

The recommendation provided for Council's consideration contains the appropriate language to advance these applications to a Public Hearing and an Opportunity for Public Comment.

Respectfully submitted,




Leanne Taylor  
Senior Planner  
Development Services Division



Andrea Hudson, Acting Director  
Sustainable Planning and Community  
Development Department

Report accepted and recommended by the City Manager:

  
Date: July 3, 2019

## **List of Attachments**

Attachment A: Updated plans dated May 29, 2019

Attachment B: Council minutes dated February 28, 2019

Attachment C: Letter from the Capital Regional District dated June 13, 2019

Attachment D: Letter from Modo dated June 24, 2019.



# 945 PEMBROKE STREET

## APPLICATION FOR REZONING

LEGAL DESCRIPTION: LOT A, SUBURBAN LOT 6, VICTORIA CITY, PLAN VIP83993



## CONTACTS

## APPLICANT

UNHAR PROJECTS LTD  
1137 NORTH PARK STREET  
VICTORIA, BC V8T 1G7

250-861-1571

CONTACT: GARDE COLLINS  
gcollins@gmail.com

## ARCHITECT

CHRISTINE LINTOTT ARCHITECT  
1, 864 QUEENS AVENUE  
VICTORIA, BC V8W 1J6

250-384-1369

CONTACT: CH. LINTOTT  
chlintott@christinelintott.ca

## SURVEYOR

JE ANDERSON & ASSOCIATES  
4212 CLAN DON AVENUE  
VICTORIA, BC V8S 4B7

250-723-2214

CONTACT: DAN LENO  
dleno@jeanderson.ca

## RESUBMISSION NOTES

- SUITE AREAS HAVE BEEN REVISED TO INCLUDE STAIR AREA ON LEVEL 2. OVERALL BUILDING AREAS HAVE NOT CHANGED AS THE STAIR AREA WAS ALREADY INCLUDED ON BOTH FLOOR PER CITY OF VICTORIA SCHEDULE 4 DEFINITIONS.
- TRELLIS CONSTRUCTION HAS BEEN CHANGED FROM 1/4" MATERIAL TO 1/2" MATERIAL.
- HOUSE A STEP SETBACK DIMENSION MISSING FROM THE SITE PLAN HAS BEEN ADDED.

## BUILDING CODE DATA

## APPLICABLE BUILDING CODE

REBUILDING CODE 2018 EDITION  
ALL WORK TO COMPLY WITH BCCS 2018 IN ALL INSTANCES  
PART 9, GROUP C RESIDENTIAL OCCUPANCY CLASSIFICATION

## BUILDING HEIGHT

3.1/2 STOREYS

## BUILDING CODE 2018 DEFINITION OF STOREY:

THAT PORTION OF A BUILDING THAT IS SITUATED BETWEEN THE TOP OF ANY FLOOR AND THE TOP OF THE NEXT FLOOR ABOVE IT, AND IF THERE IS NO FLOOR ABOVE IT, THAT PORTION BETWEEN THE TOP OF SUCH FLOOR AND THE CEILING ABOVE IT.

## FIRE SEPARATIONS

FLOOR ASSEMBLY BETWEEN LOWER & MAIN LEVEL  
AND DEMISING WALLS BETWEEN MAIN UNITS  
AND BETWEEN MAIN UNITS AND COMMONS EDIT

1 HOUR (ARTICLE 5.10.9.1.4)

DWELLING UNITS THAT CONTAIN 2 OR MORE STOREYS INCLUDING BASEMENTS SHALL BE SEPARATED FROM THE REMAINDER OF THE BUILDING BY A FIRE SEPARATION HAVING A FIRE RESISTANCE RATING OF NOT LESS THAN 1 HOUR.

## FLOOR ASSEMBLY BETWEEN MAIN &amp; UPPER LEVEL

FLOOR ASSEMBLIES CONTAINED WITHIN A DWELLING UNIT NEED NOT BE CONSTRUCTED AS FIRE SEPARATIONS

NONE (ARTICLE 5.10.9.1.2)

## CLASSIFICATION

3.2.2.32 GROUP C, UP TO 3 STOREYS

- A BUILDING CLASSIFIED AS GROUP C IS PERMITTED TO CONFORM TO SENTENCE (2), PROVIDED:
- IT IS NOT MORE THAN 3 STOREYS IN BUILDING HEIGHT, AND
- IT HAS A BUILDING AREA NOT MORE THAN THE VALUE IN TABLE 3.2.2.32.

NO. OF STOREYS: 3  
FACING 1 STREET  
800 SQ.M

- THE BUILDING REFERRED TO IN SENTENCE (2) IS PERMITTED TO BE OF COMBUSTIBLE CONSTRUCTION OR NONCOMBUSTIBLE CONSTRUCTION USED SINGLY OR IN COMBINATION, AND
- EXCEPT AS PERMITTED BY SENTENCE (3) AND (4), FLOOR ASSEMBLIES SHALL BE FIRE SEPARATIONS WITH A FIRE RESISTANCE RATING OF NOT LESS THAN 1 HR.

- MEZANINES SHALL HAVE A FIRE RESISTANCE RATING NOT LESS THAN 1 HR, AND
- GLAZING WALLS, CO. UNITS AND ARCHES SHALL HAVE A FIRE RESISTANCE RATING NOT LESS THAN REQUIRED FOR THE SUPPORTING ASSEMBLY.

- IN A BUILDING THAT CONTAINS DWELLING UNITS THAT HAVE MORE THAN ONE STOREY, SUBJECT TO THE REQUIREMENTS OF SENTENCE 3.2.2.32 (3), THE FLOOR ASSEMBLIES, INCLUDING FLOORS OVER BASEMENTS, WHICH ARE ENTIRELY CONTAINED WITHIN THESE DWELLING UNITS, SHALL HAVE A FIRE RESISTANCE RATING NOT LESS THAN 1 HR, BUT NEED NOT BE CONSTRUCTED AS FIRE SEPARATIONS.

- IN A BUILDING IN WHICH THERE IS NO DWELLING UNIT ABOVE ANOTHER DWELLING UNIT, THE FIRE RESISTANCE RATING FOR FLOOR ASSEMBLIES ENTIRELY WITHIN A DWELLING UNIT IS WAIVED.

## FIRE ALARMS

3.10.12.2 FIRE ALARM SYSTEM REQUIRED

- A FIRE ALARM SYSTEM IS NOT REQUIRED IN A RESIDENTIAL OCCUPANCY WHERE AN EXIT OR PUBLIC CORRIDOR SERVES NOT MORE THAN 4 SUITES OR WHERE EACH SUITE HAS A DIRECT ACCESS TO AN EXTERIOR EXIT FACILITY LEADING TO GROUND LEVEL.

CONSTRUCTION:  
COMBUSTIBLE (NON-COMBUSTIBLE)  
SPRINKLERED: NO

CITY OF VICTORIA  
RECEIVED DEEMED

JUN 24 2019

MAY 29 2019

## REZONING PROJECT INFORMATION TABLE

	PROPOSED
ZONING	SITE SPECIFIC
SITE AREA	1061.7 m <sup>2</sup>
TOTAL FLOOR AREA	920.33 m <sup>2</sup>
COMMERCIAL FLOOR AREA	N/A
FLOOR SPACE RATIO	0.87:1
SITE COVERAGE	35.6%
OPEN SITE SPACE	32.5%
HEIGHT OF BUILDING	A: 9.71 m, B: 9.48 m
NUMBER OF STOREYS	3 1/2
PARKING STALLS ON SITE	10 (VARIANCE: 14 REQUIRED)
BICYCLE PARKING NUMBER (STORAGE & RACK)	LONG TERM: 16 SHORT TERM: 6
BUILDING SETBACKS	
FRONT YARD (AVERAGE)	A: 5.44 m, B: 5.52
FRONT YARD (NORTH)	A: 5.65 m, B: 5.76
FRONT YARD (EAST)	A: 3.12 m, B: 3.13
REAR YARD (SOUTH)	A: 12.98 m, B: 12.79 m
SIDE YARD (EAST)	2.21 m
SIDE YARD (WEST)	2.17 m
COMBINED SIDE YARDS	4.38 m

SITE COVERAGE  
STRUCTURE 378.10  
LOT AREA 1061.7  
0.354

OPEN SITE SPACE  
STRUCTURE 378.10  
PARKING LOT & DRIVEWAY 338.82  
TOTAL 716.92  
LOT AREA 1061.7  
TOTAL ABOVE 716.92  
OPEN SITE SPACE 344.81  
LOT AREA 1061.7  
0.325

## AVERAGE FRONT SETBACK - HOUSE A

5.31 m x 4 = 21.24 m  
5.83 m x 2 = 11.66 m  
3.12 m x 3.12 m  
TOTAL = 36.06 m

36.06 m / 7 = 5.14 m

## AVERAGE FRONT SETBACK - HOUSE B

6.00 m x 4 = 24.00 m  
5.76 m x 2 = 11.52 m  
3.12 m x 3.12 m  
TOTAL = 36.60 m

36.60 m / 7 = 5.23 m

## RESIDENTIAL USE DETAILS

	PROPOSED
TOTAL NUMBER OF UNITS	12
UNIT TYPE	2 BDRM
GROUND ORIENTED UNITS	4
MINIMUM UNIT FLOOR AREA	65.53 m <sup>2</sup>
TOTAL RESIDENTIAL FLOOR AREA	876.26 m <sup>2</sup>

## SCHEDULE C PARKING CALCULATION - HOUSE A &amp; B

A. COMMERCIAL/INDUSTRIAL DWELLING UNIT IN A BUILDING REGULATED BY THE STRATA PROPERTY ACT

1.00 SPACES PER DWELLING UNIT BETWEEN 25 m<sup>2</sup> TO 75 m<sup>2</sup>  
1.20 SPACES PER DWELLING UNIT GREATER THAN 75 m<sup>2</sup>

VISITOR

0.1 SPACES PER DWELLING UNIT

CALCULATED STALLS (0.8 \* 8) + (1.20 \* 8) + (0.1 \* 12) = 14

PROVIDED: 10

ALL STRATA UNITS WILL BE ENROLLED IN THE MOVED CAR SHARE PROGRAM

## TOTAL RESIDENTIAL UNIT AREAS

(MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

BUILDING A

UNIT A1 68.45 SQ.M / 737 SQ.FT

UNIT A2 65.53 SQ.M / 705 SQ.FT

UNIT A3 75.84 SQ.M / 822 SQ.FT

UNIT A4 75.54 SQ.M / 814 SQ.FT

UNIT A5 76.48 SQ.M / 827 SQ.FT

UNIT A6 75.54 SQ.M / 814 SQ.FT

BUILDING B

UNIT B1 68.87 SQ.M / 738 SQ.FT

UNIT B2 66.31 SQ.M / 713 SQ.FT

UNIT B3 76.25 SQ.M / 825 SQ.FT

UNIT B4 76.57 SQ.M / 824 SQ.FT

UNIT B5 75.84 SQ.M / 822 SQ.FT

UNIT B6 76.72 SQ.M / 825 SQ.FT

TOTAL FLOOR AREAS

(MEASURED TO INSIDE FACE OF EXTERIOR WALLS  
NOT INCLUDING ATTIC STORAGE AREA OR BICYCLE PARKING AREA)

BUILDING A

BASEMENT 127.32 SQ.M / 1371 SQ.FT

MAIN FLOOR 240.80 SQ.M / 2581 SQ.FT

UPPER FLOOR 140.39 SQ.M / 1507 SQ.FT

BUILDING B

BASEMENT 128.11 SQ.M / 1375 SQ.FT

MAIN FLOOR 240.77 SQ.M / 2580 SQ.FT

UPPER FLOOR 142.46 SQ.M / 1526 SQ.FT

TOTAL FLOOR AREA 586.33 SQ.M / 6296 SQ.FT

## HALF STOREY (TYPICALLY A DEFINITION)

THAT PART OF ANY BUILDING WHOLLY OR PARTLY WITHIN THE FRAMING OF THE ROOF  
WHERE THE VARIABLE FLOOR AREA IS NOT MORE THAN 10% OF THE GROUND FLOOR  
AREA OF THE BUILDING

CALCULATION: BUILDING A

64.51 SQ.M ATTIC STORAGE FLOOR AREA

240.80 SQ.M MAIN FLOOR AREA

+ 35.0%

BUILDING B

64.67 SQ.M ATTIC STORAGE FLOOR AREA

240.77 SQ.M MAIN FLOOR AREA

+ 35.0%

Christine Lintott  
Architects

Unit 1, 864 Queens Avenue, Victoria, BC V8W 1J6  
Tel: 250-384-1369  
Email: chlintott@christinelintott.ca

Issue Date

CALUC Meeting March 26-18  
Rezoning Application March 28-18  
Rezoning Resubmission June 22-18  
Rezoning Resubmission 2 July 30, 2018  
Rezoning Resubmission 3 Jan. 9, 2019  
Rezoning Resubmission 4 May 27, 2019

Revision

No. Description Date  
1 Suite Areas May 24-19  
2 House A Steps Setback May 24-19

Consultant

945 Pembroke  
Street  
House A & B

Cover Sheet

Date 2019-06-24 1:41:59 PM

Drawn by LA

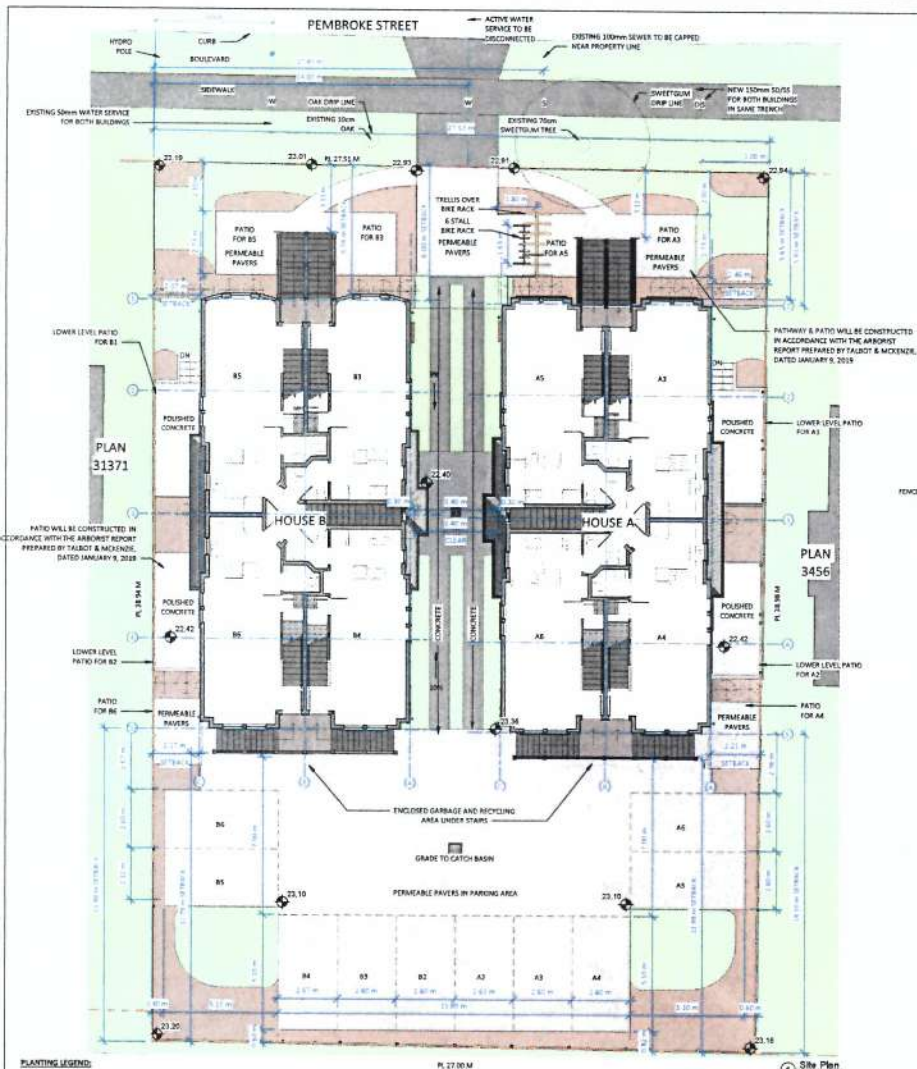
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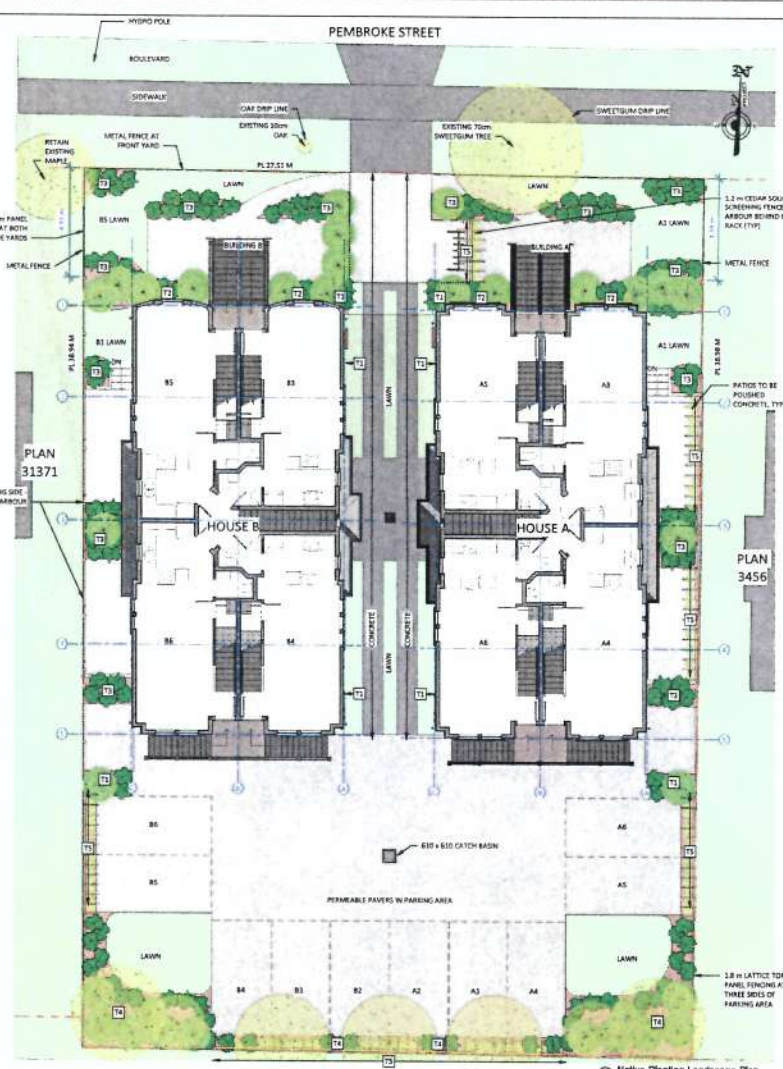
Scale







- PLANTING LEGEND:**
- T1 TYPE 1 PLANTING - CONTAINS: FULL SHADE & PART SHADE (LOWER GROWING EVERGREEN SHRUBS & PERENNIALS)**
- SUGGESTED EVERGREEN SHRUBS:
- SALAL - GAULTHER SHALLOON
  - EVERGREEN HUCKLEBERRY - VACCINIUM OVATUM
  - KINIKINICK - ARCTOSTAPHYLOS UVA URSI (GROUND COVER)
  - LOW OREGON GRAPE - MAHONIA NERVOSA
  - FALSBERRY - PACISTIMA MYRSINITES
  - SWORD FERN - POLYSTICHUM MUNITUM
- SUGGESTED PERENNIALS & BULBS:
- FRINGECUP - TELLIMA GRANDIFLORA (EVERGREEN)
  - ALUMROOT - HEUCHERA AMORBIATA (ROSEHEDGE)
  - WOODLAND STRAWBERRY - FRAGARIA VESCA (EVERGREEN GROUND COVER)
  - FAWN LILY - ERYTHRONIUM OREGONICUM (BULB)
  - CAMAS - CAMASSIA QUAMASH (BULB)
- T2 TYPE 2 PLANTING - CONTAINS: SHADE & PART SHADE LOW GROWING SHRUBS & PERENNIALS**
- SUGGESTED EVERGREEN SHRUBS:
- SALAL - GAULTHER SHALLOON
  - EVERGREEN HUCKLEBERRY - VACCINIUM OVATUM
  - KINIKINICK - ARCTOSTAPHYLOS UVA URSI (GROUND COVER)
  - LOW OREGON GRAPE - MAHONIA NERVOSA
  - FALSBERRY - PACISTIMA MYRSINITES
  - SWORD FERN - POLYSTICHUM MUNITUM
- SUGGESTED PERENNIALS & BULBS:
- FRINGECUP - TELLIMA GRANDIFLORA (EVERGREEN)
  - ALUMROOT - HEUCHERA AMORBIATA (ROSEHEDGE)
  - WOODLAND STRAWBERRY - FRAGARIA VESCA (EVERGREEN GROUND COVER)
  - STONECROP - SEDUM SPATHULIFOLIUM (EVERGREEN)
  - BLEEDING HEART - OXICENTRA FORMOSA
  - RED COLUMBINE - AQUILEGA FORMOSA
  - STAR FLOWER - TRENTALIA ARCTICA (GROUND COVER)
  - TRILLIUM - TRILLIUM OVATUM
  - FAWN LILY - ERYTHRONIUM OREGONICUM (BULB)
  - CAMAS - CAMASSIA QUAMASH (BULB)
- T3 TYPE 3 PLANTING - CONTAINS: SUN, SHADE & PART SHADE SHRUBS FOR PRIVACY SCREENING**
- SUGGESTED SHRUBS FOR SUN AREAS:
- TALL OREGON GRAPE - MAHONIA AQUIFOLIUM (EVERGREEN)
  - MOOTHA ROSE - ROSE NUTKANA
  - BLACK HAWTHORN - CRATAEGUS DOUGLASII
  - RED FLOWERING CURRANT - RIBES SANGUINEUM
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
- SUGGESTED PERENNIALS FOR SUN AREAS:
- WICKET SUNFLOWER - ERIGONUM LANATUM
  - NOODING ONION - ALLIUM CERNUUM
  - PENTSTEMON - PENTSTEMON SEROTINUS & FRUTICOSA
  - ALLIUMROOT - HEUCHERA AMORBIATA
  - TARROW - ACHILLEA MILLEFOLIUM
  - WILD STRAWBERRY - FRAGARIA VIRGINIANA (EVERGREEN GROUND COVER)
  - ASTER - ASTER SP.
  - GOLDENROD - SOLIDAGO CANADENSIS



- T4 TYPE 4 PLANTING - CONTAINS: SUN & PART SHADE SHRUBS FOR PRIVACY SCREENING**
- SUGGESTED SHRUBS FOR SHADE & PART SHADE AREAS:
- DOUGLASS PRUNELLA - PRUNELLA DOUGLASII
  - LOW OREGON GRAPE - MAHONIA NERVOSA (EVERGREEN)
  - RED OXLEY BOWDOOD - CORNUS STOLONIFERA
  - WINE MAPLE - ACER CINEREA
  - BALDWIN ROSE - ROSA PRINCEPATRI
  - SNOWBERRY - SYMPHORICARPUS ALBUS
  - SALAL - GAULTHER SHALLOON (EVERGREEN)
- SUGGESTED PERENNIALS FOR SHADE & PART SHADE AREAS:
- RED COLUMBINE - AQUILEGA MILEFOLIUM
  - FRINGECUP - TELLIMA GRANDIFLORA (EVERGREEN)
  - WOODLAND STRAWBERRY - FRAGARIA VESCA (EVERGREEN GROUND COVER)
  - BLEEDING HEART - OXICENTRA FORMOSA
  - STAR FLOWER - TRENTALIA ARCTICA (GROUND COVER)
  - TRILLIUM - TRILLIUM OVATUM
  - FARTY BELLS - DISCORDIA MOOREI
  - GOAT'S BEARD - ARUNCULUS DIOCLES
- T5 TYPE 5 PLANTING - CONTAINS: A 2.4 m FENCE WITH ARBOUR/TRELLIS TO SUPPORT SCREENING VINES**
- SUGGESTED VINES:
- GRAPE
  - CLEMATIS
  - WISTERIA
  - WISTERIA
  - WISTERIA
- EXISTING PLANTS TO BE SAVED AND REPLANTED ON SITE:**
- ENGLISH YEW (x1)
  - WITCHAMANTHUS (x1)
  - FORSYTHIA (x1)
  - MAPLE (x2)
  - SNOWDROPPED (x1)

Christine Lindott  
Architects

Scale 1: 2000 (approx. 1/4" = 1'-0")  
Drawing Date: 2019-05-27  
Drawing Title: Site and Landscape Plan

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 28-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision		
No.	Description	Date
2	Trellis Construction Revised	May 24-19

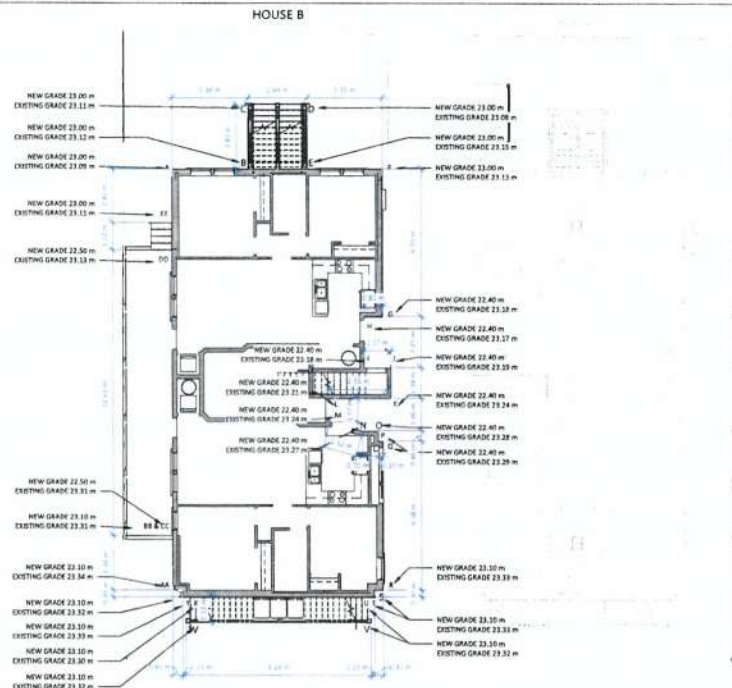
Consultant

945 Pembroke  
Street  
House A & B

Site and Landscape Plan

Date	2019-05-27 2:59:32 PM
Drawn by	LA
Checked by	CL
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Scale	1: 100

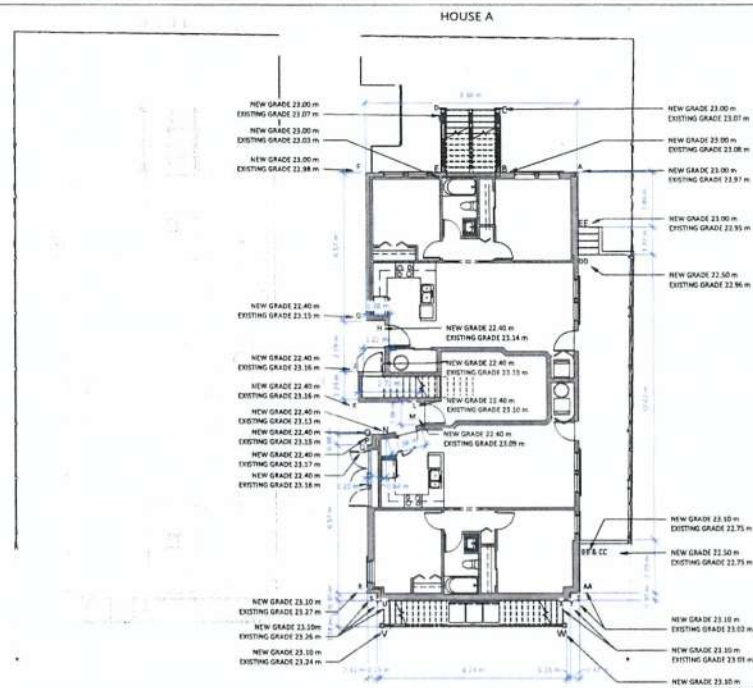
THIS DRAWING IS A COPYRIGHT DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION FROM CHRISTINE LINDOTT ARCHITECT. THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNTIL SIGNED, OR APPROVED & ISSUED BY CHRISTINE LINDOTT ARCHITECT AS SUCH. THE GENERAL CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & REPORT ALL ERRORS & OMISSIONS TO CHRISTINE LINDOTT ARCHITECT. DO NOT SCALE THE DRAWINGS.



② Grade Plan - House B  
1 : 100

GRADE CALCULATION - (PER SCHEDULE A DEFINITIONS)

A & B	((23.00 + 23.00) / 2)	+ 3.38 m	+ 77.74	G & R	((22.40 + 23.10) / 2)	+ 6.58 m	+ 149.70
B & C	((23.00 + 23.00) / 2)	+ 2.85 m	+ 65.55	R & S	((23.10 + 23.10) / 2)	+ 0.30 m	+ 6.93
C & D	((23.00 + 23.00) / 2)	+ 2.64 m	+ 60.72	S & T	((23.10 + 23.10) / 2)	+ 0.41 m	+ 9.47
D & E	((23.00 + 23.00) / 2)	+ 2.85 m	+ 65.55	T & U	((23.10 + 23.10) / 2)	+ 0.15 m	+ 3.47
E & F	((23.00 + 23.00) / 2)	+ 3.35 m	+ 77.05	U & V	((23.10 + 23.10) / 2)	+ 1.12 m	+ 25.87
F & G	((23.00 + 23.40) / 2)	+ 6.52 m	+ 147.78	V & W	((23.10 + 23.10) / 2)	+ 8.24 m	+ 190.34
G & H	((22.40 + 23.40) / 2)	+ 0.81 m	+ 18.55	W & X	((23.10 + 23.10) / 2)	+ 1.13 m	+ 25.87
H & I	((22.40 + 22.40) / 2)	+ 2.25 m	+ 50.40	X & Y	((23.10 + 23.10) / 2)	+ 0.15 m	+ 3.47
I & J	((22.40 + 22.40) / 2)	+ 1.22 m	+ 27.33	Y & Z	((23.10 + 23.10) / 2)	+ 0.41 m	+ 9.47
J & K	((22.40 + 22.40) / 2)	+ 1.34 m	+ 30.02	Z & AA	((23.10 + 23.10) / 2)	+ 0.30 m	+ 6.93
K & L	((22.40 + 22.40) / 2)	+ 2.55 m	+ 57.12	AA & CC	((23.10 + 23.10) / 2)	+ 2.34 m	+ 54.05
L & M	((22.40 + 22.40) / 2)	+ 1.07 m	+ 23.97	CC & DD	((22.50 + 22.50) / 2)	+ 12.62 m	+ 283.95
M & N	((22.40 + 22.40) / 2)	+ 1.52 m	+ 34.05	DD & EE	((22.50 + 23.00) / 2)	+ 1.22 m	+ 27.76
N & O	((22.40 + 22.40) / 2)	+ 0.70 m	+ 15.68	EE & A	((23.00 + 23.00) / 2)	<b>12.62 m</b>	<b>± 33.66</b>
O & P	((22.40 + 22.40) / 2)	+ 0.46 m	+ 10.30			+ 71.10	+ 1619.27
P & Q	((22.40 + 22.40) / 2)	+ 0.20 m	+ 4.48				1619.27 / 71.10 = 22.77 m



① Grade Plan - House A  
1 : 100

GRADE CALCULATION - (PER SCHEDULE A DEFINITIONS)

A & B	((23.07 + 23.00) / 2)	+ 3.38 m	+ 77.69	G & R	((22.40 + 23.10) / 2)	+ 6.57 m	+ 149.47
B & C	((23.00 + 23.00) / 2)	+ 2.82 m	+ 64.86	R & S	((23.10 + 23.10) / 2)	+ 0.30 m	+ 6.93
C & D	((23.00 + 23.00) / 2)	+ 2.64 m	+ 60.72	S & T	((23.10 + 23.10) / 2)	+ 0.41 m	+ 9.47
D & E	((23.00 + 23.00) / 2)	+ 2.82 m	+ 64.86	T & U	((23.10 + 23.10) / 2)	+ 0.15 m	+ 3.47
E & F	((23.00 + 22.96) / 2)	+ 3.35 m	+ 77.02	U & V	((23.10 + 23.10) / 2)	+ 1.14 m	+ 26.33
F & G	((22.98 + 22.40) / 2)	+ 6.57 m	+ 149.07	V & W	((23.10 + 23.04) / 2)	+ 8.24 m	+ 190.10
G & H	((22.40 + 22.40) / 2)	+ 0.81 m	+ 18.14	W & X	((23.04 + 23.09) / 2)	+ 1.14 m	+ 26.36
H & I	((22.40 + 22.40) / 2)	+ 2.08 m	+ 46.59	X & Y	((23.03 + 23.09) / 2)	+ 0.15 m	+ 3.45
I & J	((22.40 + 22.40) / 2)	+ 1.22 m	+ 27.33	Y & Z	((23.03 + 23.02) / 2)	+ 0.41 m	+ 9.44
J & K	((22.40 + 22.40) / 2)	+ 1.33 m	+ 29.79	Z & AA	((23.02 + 23.02) / 2)	+ 0.30 m	+ 6.91
K & L	((22.40 + 22.40) / 2)	+ 3.05 m	+ 68.32	AA & CC	((23.02 + 22.75) / 2)	+ 2.29 m	+ 52.41
L & M	((22.40 + 22.40) / 2)	+ 1.06 m	+ 23.74	CC & DD	((22.50 + 22.50) / 2)	+ 12.62 m	+ 283.95
M & N	((22.40 + 22.40) / 2)	+ 1.58 m	+ 35.39	DD & EE	((22.50 + 22.95) / 2)	+ 1.22 m	+ 27.72
N & O	((22.40 + 22.40) / 2)	+ 0.64 m	+ 14.34	EE & A	((22.95 + 22.97) / 2)	<b>12.62 m</b>	<b>± 37.37</b>
O & P	((22.40 + 22.40) / 2)	+ 0.48 m	+ 10.75			+ 71.46	+ 1626.17
P & Q	((22.40 + 22.40) / 2)	+ 0.20 m	+ 4.48				1626.17 / 71.46 = 22.76 m

Christine Lintott  
Architects



Unit 1, 104 Graham Street, Suite 101  
Vancouver, BC V6C 3K2  
www.christinelintott.ca

Issue Date

CALUC Meeting March 26-18  
Rezoning Application March 28-18  
Rezoning Resubmission June 22-18  
Rezoning Resubmission 2 July 30, 2018  
Rezoning Resubmission 3 Jan. 9, 2019  
Rezoning Resubmission 4 May 27, 2019

Revision

No. Description Date

Consultant

945 Pembroke  
Street  
House A & B

Grade Calculations

Date 2019-05-27 2:59:41 PM

Drawn by LA

Checked by CL

A0.04

Scale 1 : 100





① Existing Partial Block Elevation  
1:200



House A West Elevation with House B Windows Overlayed  
⑥ 1:100



House A East Elevation with Neighbouring Windows Overlayed  
② 1:100



③ Proposed Partial Block Elevation  
1:200

House B West Elevation with Neighbouring Windows Overlayed  
④ 1:100

Christine Lintott Architects

Unit 1 - 3rd Queen Avenue East, Suite 101  
Tel: 416-291-1111  
www.christinelintott.com

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission 1	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date
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Consultant

945 Pembroke Street  
House A & B

Context Elevations & Outlook Comparison

Date: 2019-05-27 2:59:52 PM  
Drawn by: I.A.  
Checked by: C.L.

A0.05

Scale: As Indicated



Christine Lintott  
Architects



Suite 2, 3940 Glenview Avenue, North York, ON M2H 3L7  
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Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date
----------	-----	-------------	------

Consultant

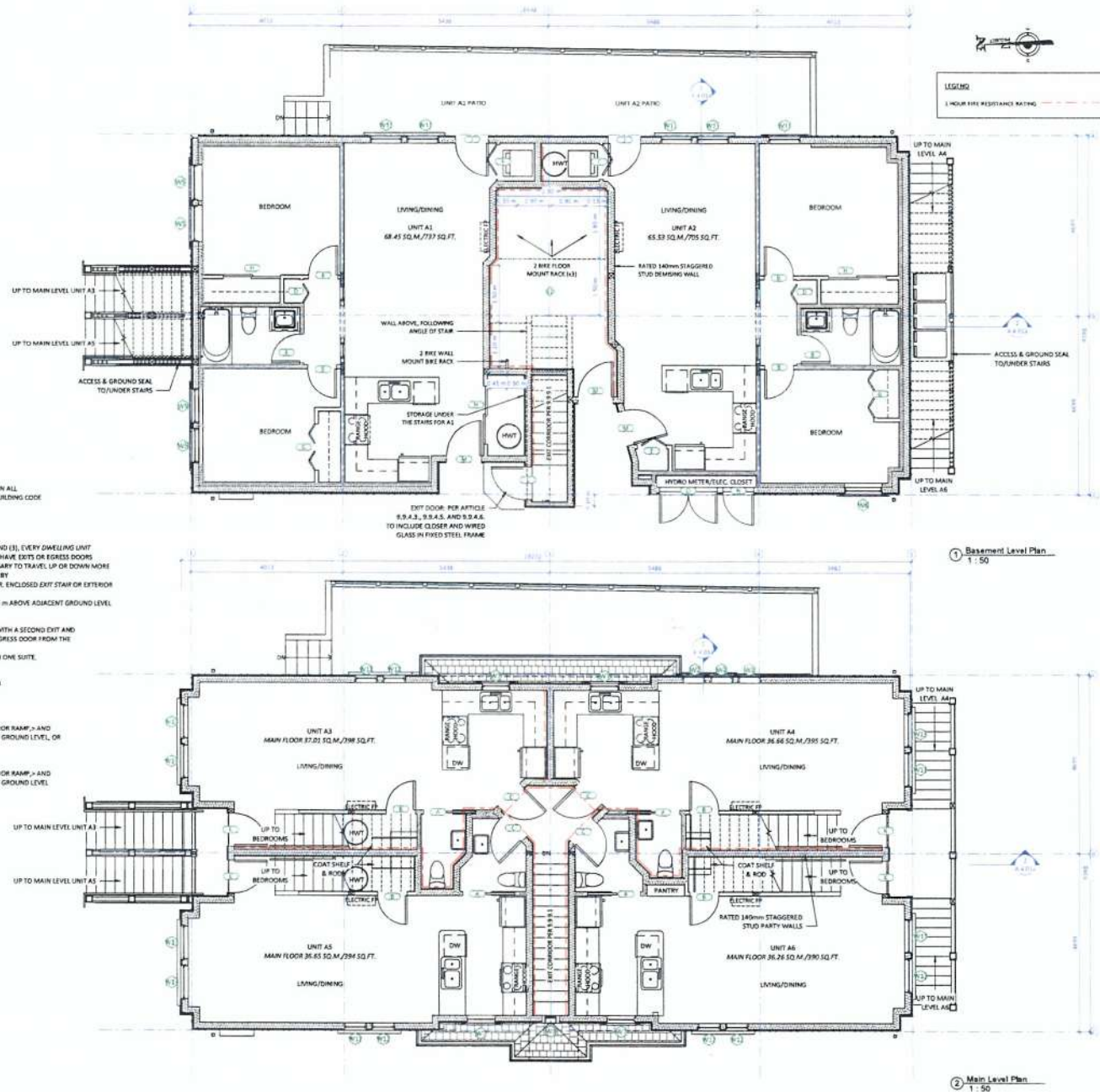
945 Pembroke  
Street  
House A

Basement and Main Floor  
Plan

Date: 2019-05-27 2:57:54 PM  
Drawn by: J.A.  
Checked by: CL

A 2.01a

Scale: As indicated





Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision		
No.	Description	Date
1	Suite Areas	May 24-19

Consultant

945 Pembroke  
Street  
House A

Upper Floor &amp; Roof Plan

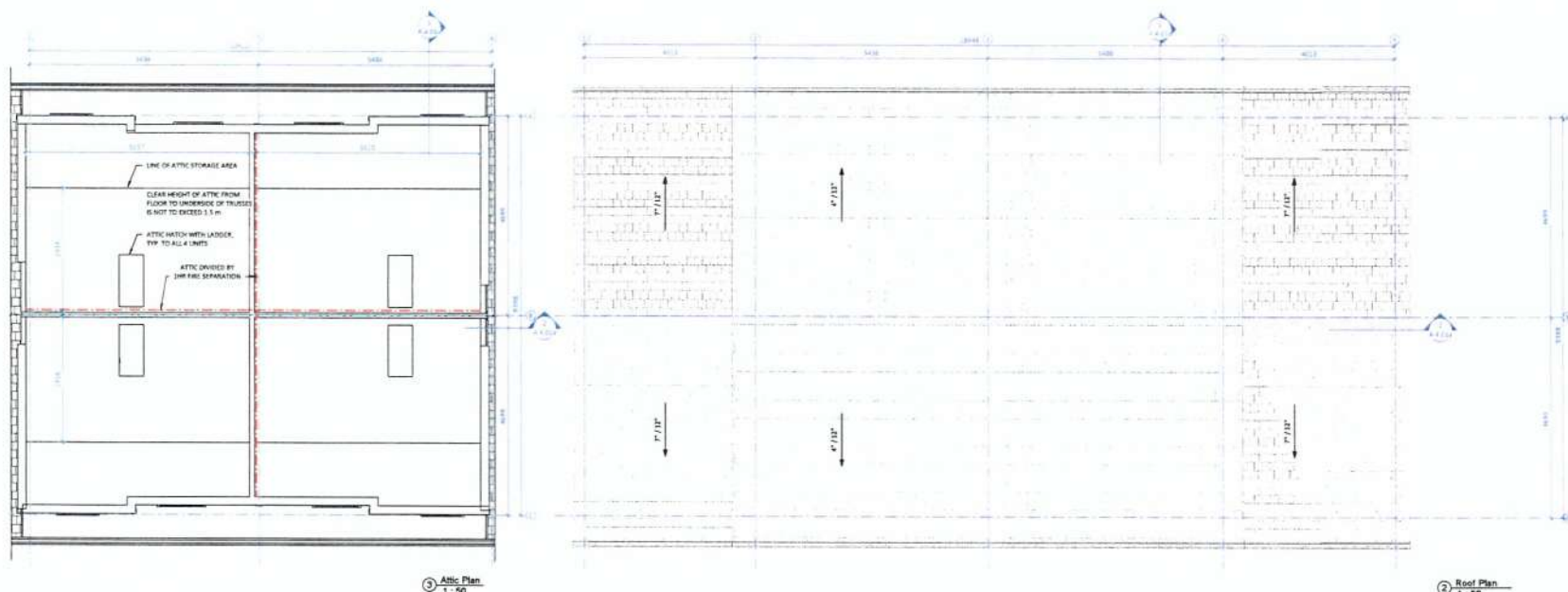
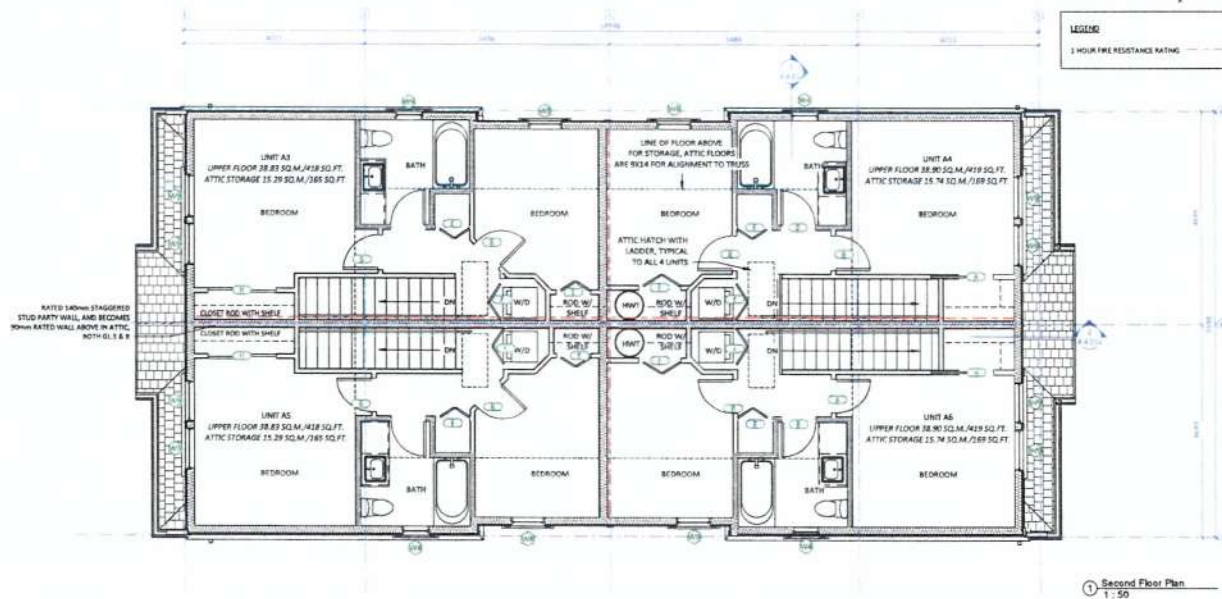
Date 2019-05-27 2:58:02 PM

Drawn by	LA
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Checked by	CL
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A 2.02a

Scale	As indicated
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Christine Lintott Architects

Scale: 1" = 8'-0" (Architectural)

Scale: 1" = 16'-0" (Mechanical/Electrical/Plumbing)

Issue	Date
CALCULC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date

Consultant

945 Pembroke Street

House A

Exterior Elevations

Date

2019-05-27 2:58:23 PM

Drawn by

LA

Checked by

CL

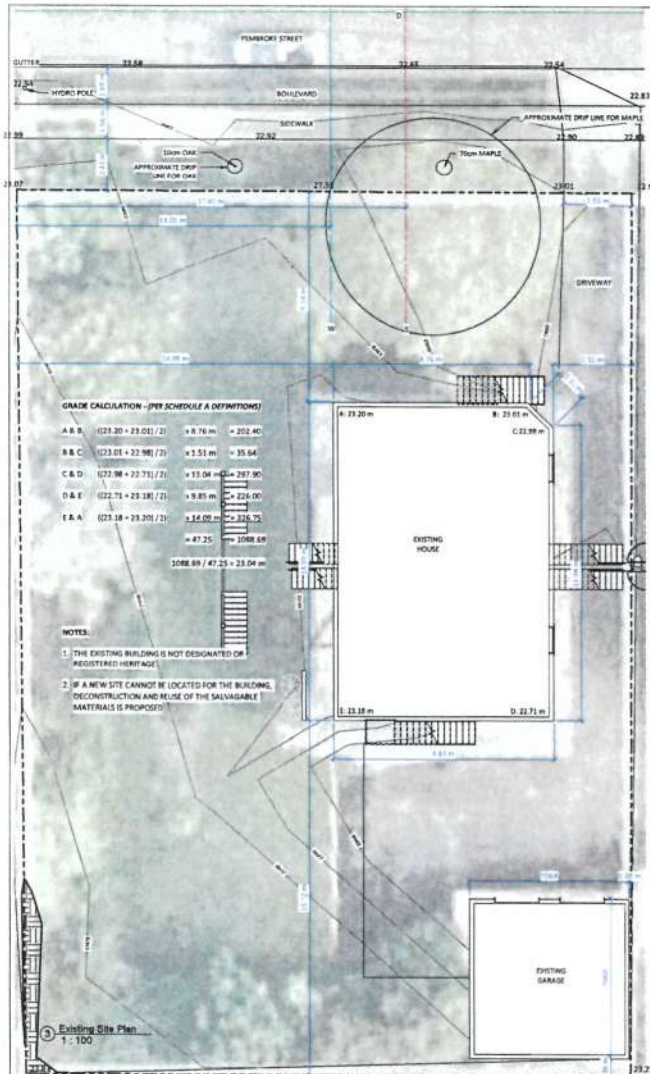
A 3.01a

Scale

1:50

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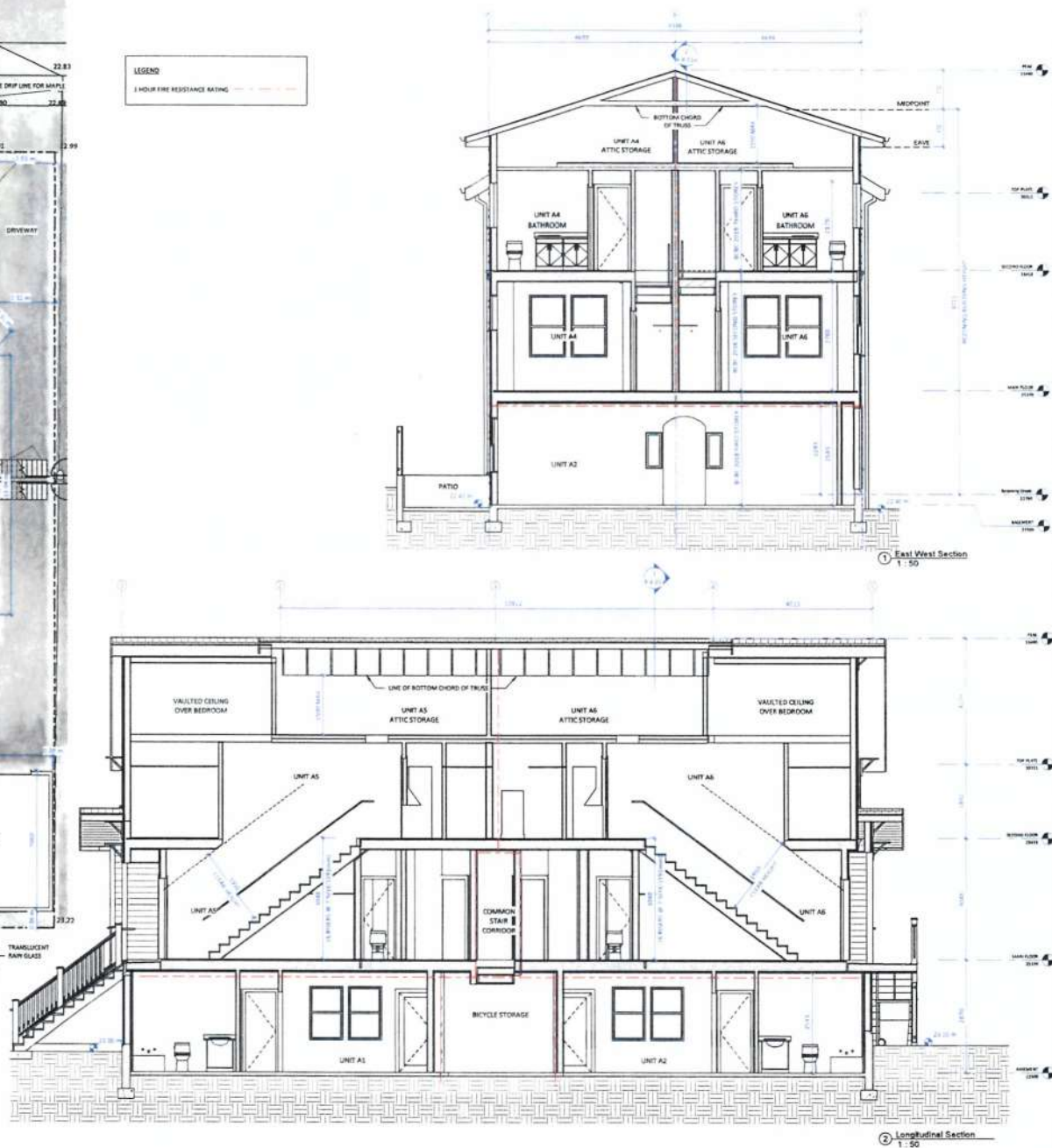
Door Schedule

Type	Mark	Width	Height	Fire Rating	Comments	Count
A	762	2032	N	INTERIOR POCKET		6
B	762	2032	N	INTERIOR SWING		22
C	813	2032	12H	INTERIOR CORRIDOR		4
D	610	2032	N	INTERIOR BIFOLD		2
E	762	2032	N	INTERIOR BIFOLD		7
F	914	2032	N	INTERIOR BIFOLD		8
G	1218	2032	N	INTERIOR BIFOLD		2
H	1524	2032	N	INTERIOR SLIDER		3
I	864	2032	N	EXTERIOR PATIO FULL GLASS		2
J	864	2032	N	EXTERIOR ENTRANCE HALF GLASS		4
L	864	2032	12H	EXTERIOR ENTRANCE HALF GLASS		1
M	814	2032	N	EXTERIOR ENTRANCE HALF GLASS		3
N	813	2032	N	EXTERIOR SERVICE		1
O	1524	2032	N	EXTERIOR SERVICE		1
Grand total:						68

Window Schedule

Type	Mark	Width	Height	Operation	Count
W1	406	914	FIXED	INTERIOR	4
W2	610	914	FIXED		3
W3	610	1290	FIXED		1
W4	610	1067	SINGLE HUNG		4
W5	914	1219	SINGLE HUNG		4
W6	991	1219	SINGLE HUNG		1
W7	762	1290	SINGLE HUNG		4
W8	762	1321	SINGLE HUNG		4
W9	914	1321	SINGLE HUNG		8
W10	838	1372	SINGLE HUNG		5
W11	610	1524	SINGLE HUNG		8
W12	914	1600	SINGLE HUNG		8

Grand total: 52



Christine Lintott Architects

Scale 1: 1000 (Metric) 1: 315 (Imperial)

www.christinelintott.com

**Issue**

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

**Revision**

No.	Description	Date
-----	-------------	------

Consultant

945 Pembroke Street  
House A

Building Sections & Schedules

**Date** 2019-05-27 2:58:27 PM

**Drawn by** I.A.

**Checked by** C.L.

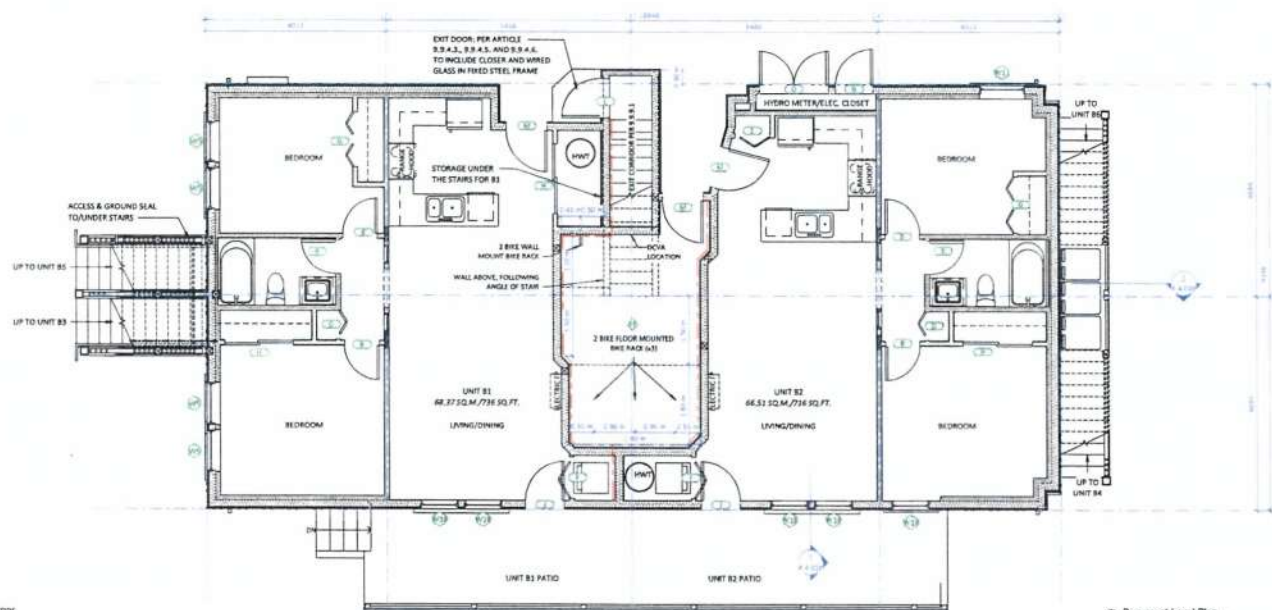
**A 4.01a**

**Scale** As indicated

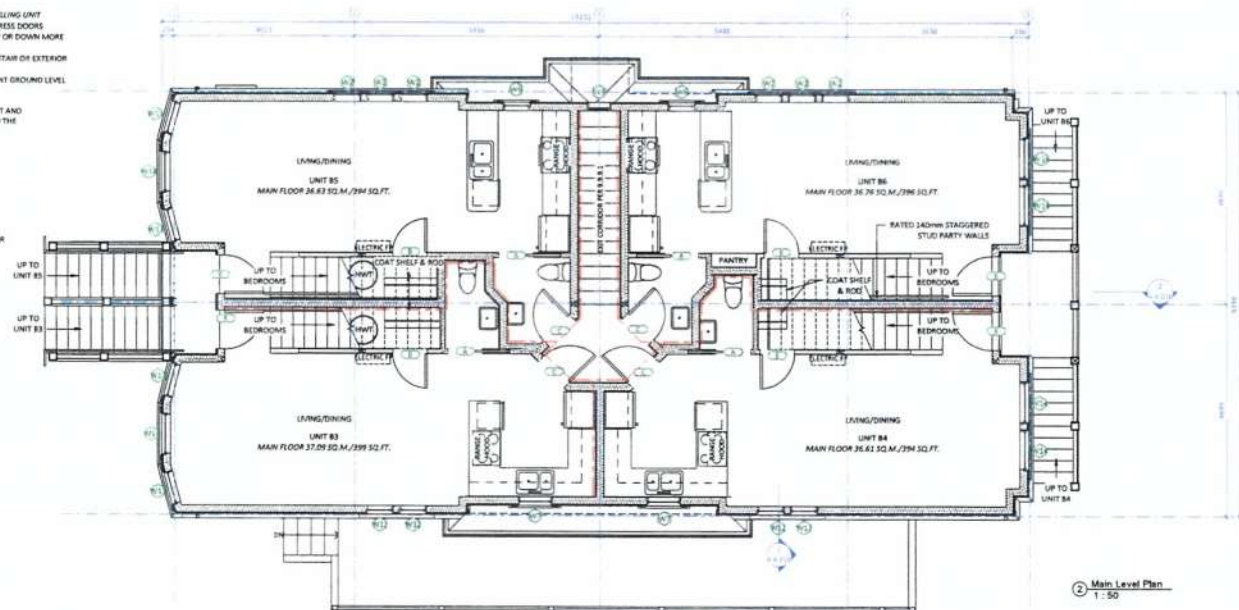








1 Basement Level Plan  
1:50



2 Main Level Plan  
1:50

#### NOTES:

STAIRS, RAMPS, HANDRAILS AND GUARDS TO CONFORM IN ALL INSTANCES TO SECTION 9.8 OF THE BRITISH COLUMBIA BUILDING CODE 2018

SECOND EXIT STAIR PROVIDED IN RESULT OF:

- 9.5.9.1 TRAVEL LIMIT TO EXITS OR EGRESS DOORS  
 (1) EXCEPT AS PROVIDED IN SENTENCE (2) AND (3), EVERY DWELLING UNIT CONTAINING MORE THAN 1 STOREY SHALL HAVE EXITS OR EGRESS DOORS LOCATED SO THAT IT SHALL NOT BE NECESSARY TO TRAVEL UP OR DOWN MORE THAN 1 STOREY TO REACH A LEVEL SERVED BY:  
 a) AN EGRESS DOOR TO A PUBLIC CORRIDOR, ENCLOSED EXIT STAIR OR EXTERIOR PASSAGEWAY, OR  
 b) AN EXIT DOORWAY NOT MORE THAN 1.5 m ABOVE ADJACENT GROUND LEVEL

- 9.5.9.3 SHARED EGRESS FACILITIES  
 (1) A DWELLING UNIT SHALL BE PROVIDED WITH A SECOND EXIT AND SEPARATE MEANS OF EGRESS WHERE AN EGRESS DOOR FROM THE DWELLING UNIT OPENS ONTO:  
 a) AN EXIT STAIRWAY SERVING MORE THAN ONE SUITE,

- b) A PUBLIC CORRIDOR  
 (i) SERVING MORE THAN ONE SUITE, AND  
 (ii) SERVED BY A SINGLE EXIT,

- c) AN EXTERIOR PASSAGEWAY  
 (i) SERVING MORE THAN ONE SUITE, AND  
 (ii) SERVED BY A SINGLE EXIT STAIRWAY OR RAMP, AND  
 (iii) MORE THAN 1.5 m ABOVE ADJACENT GROUND LEVEL, OR

- d) A BALCONY  
 (i) SERVING MORE THAN ONE SUITE, AND  
 (ii) SERVED BY A SINGLE EXIT STAIRWAY OR RAMP, AND  
 (iii) MORE THAN 1.5 m ABOVE ADJACENT GROUND LEVEL

Christine Lintott  
Architects

Suite 2, 2nd Queen Avenue, Toronto, ON M5S 1A5  
Telephone: (416) 594-1111  
www.lintottarch.ca

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date
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Consultant

945 Pembroke  
Street  
House B

Basement & Main Floor  
Plan

Date: 2019-05-27 2:26:10 PM  
 Drawn by: LA  
 Checked by: CL

A 2.01b

Scale: As indicated

Christine Lintott  
Architects



301 E. 1st Street, Suite 200, St. Paul, MN 55101  
Tel: 612.222.1111  
Fax: 612.222.1112

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission 1	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date
1	Suite Areas		May 24-19

Consultant

945 Pembroke  
Street  
House B

Upper Floor & Roof Plan

Date: 2019-05-27 2:26:17 PM  
Drawn by: J.A.  
Checked by: C.L.

A 2.02b

Scale: As indicated



LEGEND  
1 HOUR FIRE RESISTANCE RATING

RATED 140mm STAGGERED  
STUD PARTY WALL AND BECOMES  
90mm RATED WALL ABOVE IN ATTIC,  
BOTH GL 3 & 9

Second Floor Plan  
1:50

Roof Plan  
1:50

Roof Plan  
1:50



Christine Lintott  
Architects



300 E. 1st Street, Suite 100, Portland, ME 04101  
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www.christinelintott.com

Issue	Date
CALUC Meeting	March 26-18
Rezoning Application	March 28-18
Rezoning Resubmission	June 22-18
Rezoning Resubmission 2	July 30, 2018
Rezoning Resubmission 3	Jan. 9, 2019
Rezoning Resubmission 4	May 27, 2019

Revision	No.	Description	Date
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Consultant

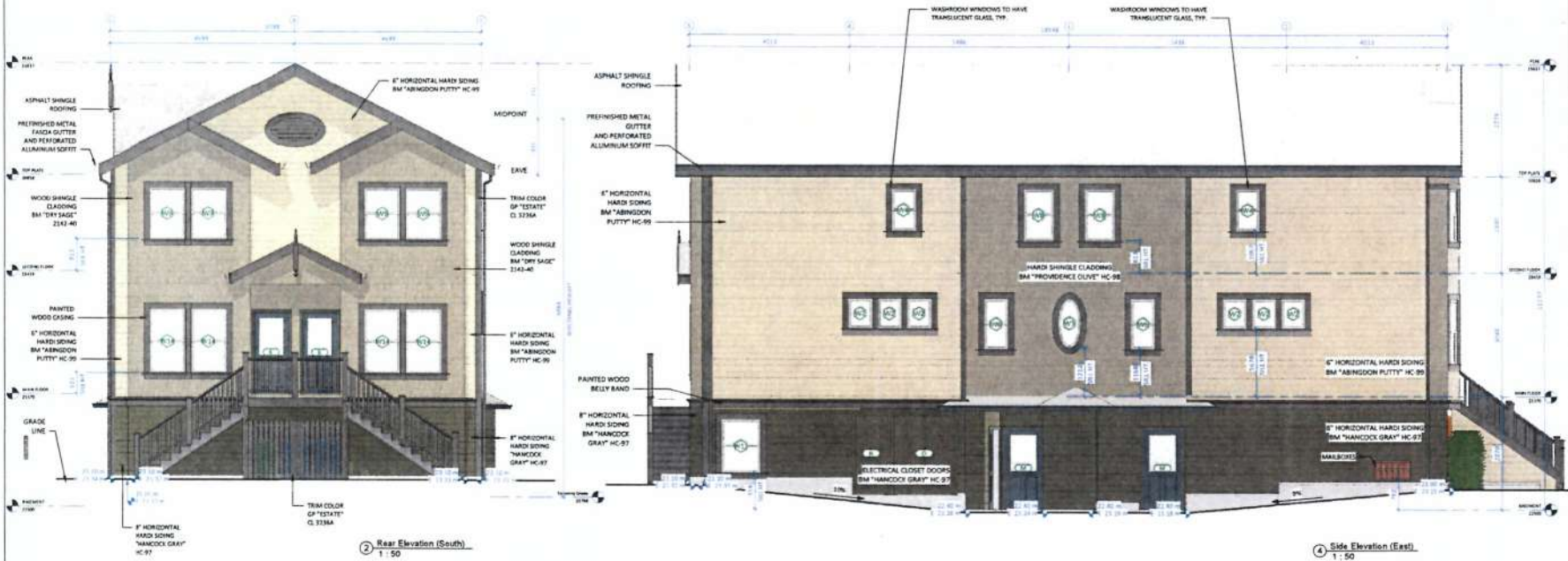
945 Pembroke  
Street  
House B

Exterior Elevations

Date: 2019-05-27 2:26:33 PM  
Drawn by: LA  
Checked by: CL

A 3.01b

Scale: 1/50



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Revision

No.	Description	Date
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945 Pembroke  
Street  
House B

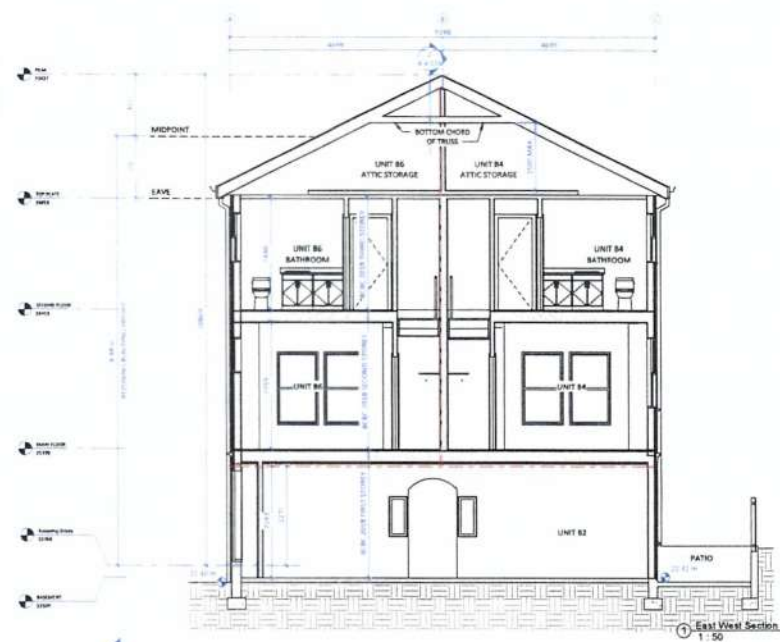
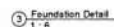
Date 2019-05-27 2:26:37 PM

Drawn by LA

Checked by	CL
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A 4.01b

Scale	As indicated
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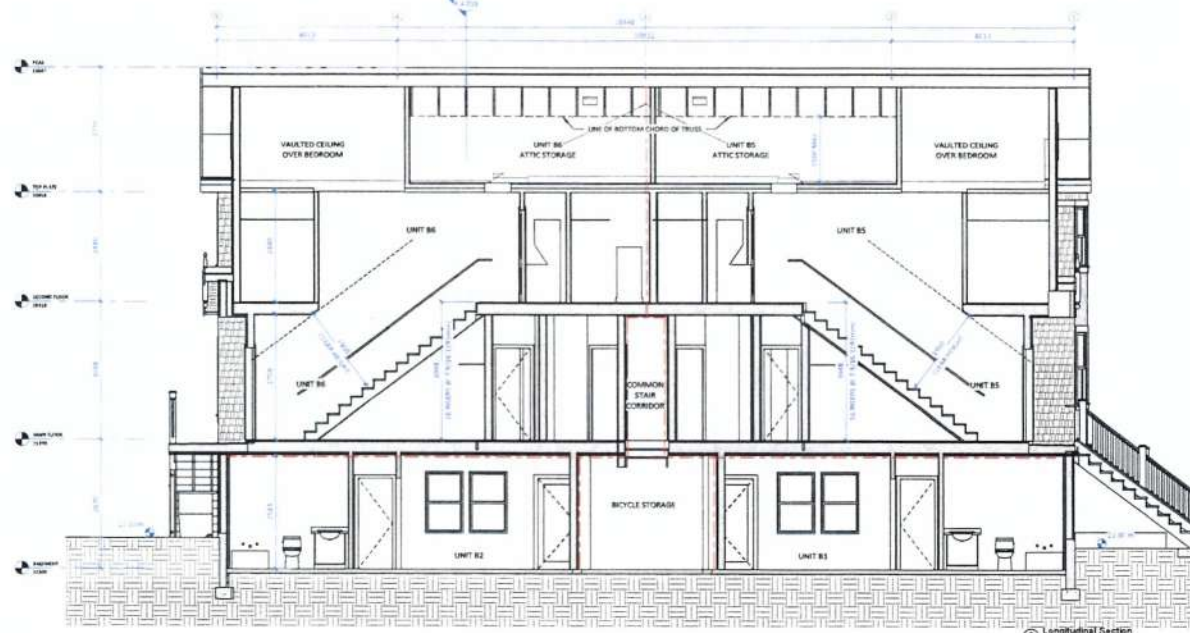


① East West Section  
1 : 50

Type	Material	Width	Height	Fire Rating	Comments	Count
A	562	2012	N	INTERIOR PADING		2
B	762	2012	N	INTERIOR SWING		22
C	813	2012	N	INTERIOR SLIDING		2
D	810	2012	N	INTERIOR BIFOLD		2
E	762	2012	N	INTERIOR BIFOLD		5
F	914	2012	N	INTERIOR BIFOLD		10
G	1219	2012	N	INTERIOR BIFOLD		12
H	1524	2012	N	INTERIOR GLIDER		3
I	962	2012	N	EXTERIOR PATIO, FULL GLASS		3
J	864	2012	N	EXTERIOR ENTRANCE, HALF GLASS		1
K	864	2012	N	EXTERIOR ENTRANCE, HALF GLASS		3
L	914	2012	N	EXTERIOR ENTRANCE, HALF GLASS		3
M	813	2012	N	EXTERIOR SWING		1
N	1524	2012	N	EXTERIOR DOUBLE SWING		2
Grand totals:						100

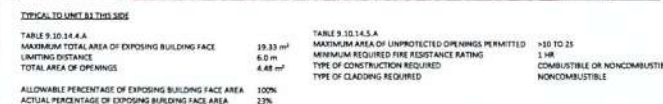
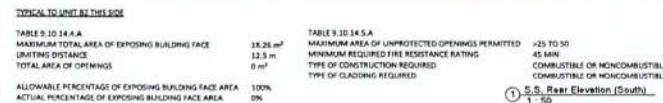
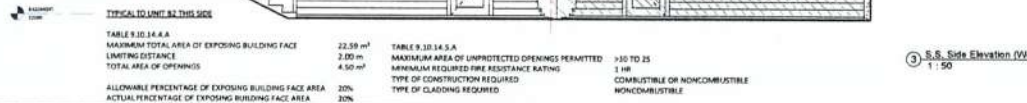
Type Mark	Width	Height	Operation	Count
W1	406	914	FIXED, INTERIOR	1
W2	610	760	FIXED	6
W3	610	1270	FIXED	1
W4	610	1067	SINGLE HUNG	4
W5	914	1219	SINGLE HUNG	4
W6	610	1270	SINGLE HUNG	2
W7	762	1270	SINGLE HUNG	2
W8	762	1321	SINGLE HUNG	6
W9	914	1321	SINGLE HUNG	8
W10	838	1372	SINGLE HUNG	5
W11	991	1372	SINGLE HUNG	1
W12	610	1530	SINGLE HUNG	1
W13	762	1600	SINGLE HUNG	4
W14	914	1600	SINGLE HUNG	6
Grand total: 57				

TRANSLUCENT  
RAIN GLASS



② Longitudinal Section  
1:50







1. **945 Pembroke Street - Rezoning Application No. 000642 and Development Permit with Variances Application No. 00078 (North Park)**

Rezoning Application No. 000642

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 000642 for 945 Pembroke Street, that first and second reading of the Zoning Regulation Bylaw Amendment and bylaw to authorize a housing agreement be considered by Council and a Public Hearing date be set, subject to the applicant preparing and executing a housing agreement to ensure that future Strata Bylaws could not prohibit the rental of units.

That Council direct staff to explore with the applicant to work with the CRD to secure one of the units as below market housing.

Development Permit with Variances Application No. 00078

That Council, after giving notice and allowing an Opportunity for Public Comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 000642, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00078 for 945 Pembroke Street, in accordance with:

1. Plans date stamped February 12, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. Lot A - reduce the required number of residential parking spaces from six to five and the number of visitor parking spaces from one to nil
  - ii. Lot B - reduce the required number of residential parking spaces from six to five and number of visitor parking spaces from one to nil
  - iii. Reduce the continuous landscaping screen between a surface vehicle parking area and an adjacent lot primarily for residential uses from 1m to 0.60m
3. Enter into an Agreement with a car share provider and purchase 12 car share membership (one car share membership per dwelling unit).
4. The Development Permit lapsing two years from the date of this resolution."

Carried.





Housing Planning and Programs  
625 Fisgard Street, PO Box 1000  
Victoria, BC V8W 1R7

T: 250.360.3081  
F: 250.361.4970  
[www.crd.bc.ca](http://www.crd.bc.ca)

June 13, 2019

Garde Colins  
Linhar Projects Ltd  
Delivered via email: [quizleo@gmail.com](mailto:quizleo@gmail.com)

Dear Garde Colins,

**RE: Affordable Home Ownership Agreement – 945 Pembroke Street**

I am pleased to advise you that on June 12, 2019 the Capital Regional District (CRD) Board approved the recommendation of the Hospitals and Housing Committee (HHC) to introduce and adopt Bylaw No. 4305 "Resale Control and Housing Agreement Bylaw (Pembroke Street), 2019".

Bylaw No. 4305 enables the CRD to act on a Housing Agreement between the CRD and the Developer which supports the CRD administering resale of one price-restricted, below-market housing units as part of the project.

We would appreciate it if you could keep us apprised of all developments (such as development approvals) as your project continues.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Reilly', is written over a blue wavy line that serves as a decorative element.

John Reilly  
Manager, Housing Planning & Programs

JR/mk





June 24, 2019

ToddCo Properties, Linhar Projects Ltd

Attention: Todd Doherty, Garde Colins and Malcolm Harman

Dear Todd, Garde and Malcolm:

Re: Carsharing Services at 945 Pembroke Street, Victoria

This letter will confirm that Modo received a cheque of \$6,000.00 on June 24, 2019 for payment of the carshare Transport Demand Management measure to be provided in connection with the proposed development project at 945 Pembroke Street in Victoria, British Columbia.

It is intended that with these funds Modo will issue 600 membership shares to the Strata Corporation to be created in connection with the proposed development at 945 Pembroke Street. These membership shares will allow up to 12 future residents of the development to simultaneously be Modo members without the need to themselves pay a \$500 membership fee.

Thank you for your support of carsharing in the City of Victoria.

Regards,

A handwritten signature in blue ink, appearing to read "Sylvain Cellaire", with a stylized flourish at the end.

Sylvain Cellaire  
Director Business Development



# A BYLAW OF THE CITY OF VICTORIA

The Council of The Corporation of the City of Victoria enacts the following provisions:

- |                            |        |      |
|----------------------------|--------|------|
| READ A FIRST TIME the      | day of | 2019 |
| READ A SECOND TIME the     | day of | 2019 |
| Public hearing held on the | day of | 2019 |
| READ A THIRD TIME the      | day of | 2019 |
| ADOPTED on the             | day of | 2019 |

MAYOR

**PART 3.128 – R-K-P2 ZONE, PEMBROKE MULTIPLE DWELLING 2 DISTRICT****3.128.1 Permitted Uses in this Zone**

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

- a. Uses permitted in the R1-B Zone, Single Family Dwelling District, subject to the regulations set out in Part 1.2 of the Zoning Regulation Bylaw
- b. Uses permitted in the R-2 Zone, Two-Family Dwelling District, subject to the regulations set out in Part 2.1 of the Zoning Regulation Bylaw
- c. Multiple dwelling, subject to the regulations in this Part
- d. Home occupation subject to the regulations in Schedule “D”

**3.128.2 General Regulations**

- a. No more than two multiple dwelling buildings may be sited on a lot
- b. Separation distance between two multiple dwelling buildings (minimum) 3.40m

**3.128.2 Lot Area**

Lot area (minimum) 1060m<sup>2</sup>

**3.128.3 Floor Space Ratio**

Floor space ratio (maximum) 0.87:1

**3.128.4 Height**

Building height (maximum) 9.71m

**3.128.5 Setbacks, Projections**

- a. Front yard setback (minimum) 5.65m  
 Except for the following maximum projections into the setback:
  - Steps 2.55m
- b. Rear yard setback (minimum) 12.79m
- c. Side yard setback (minimum) 2.17m

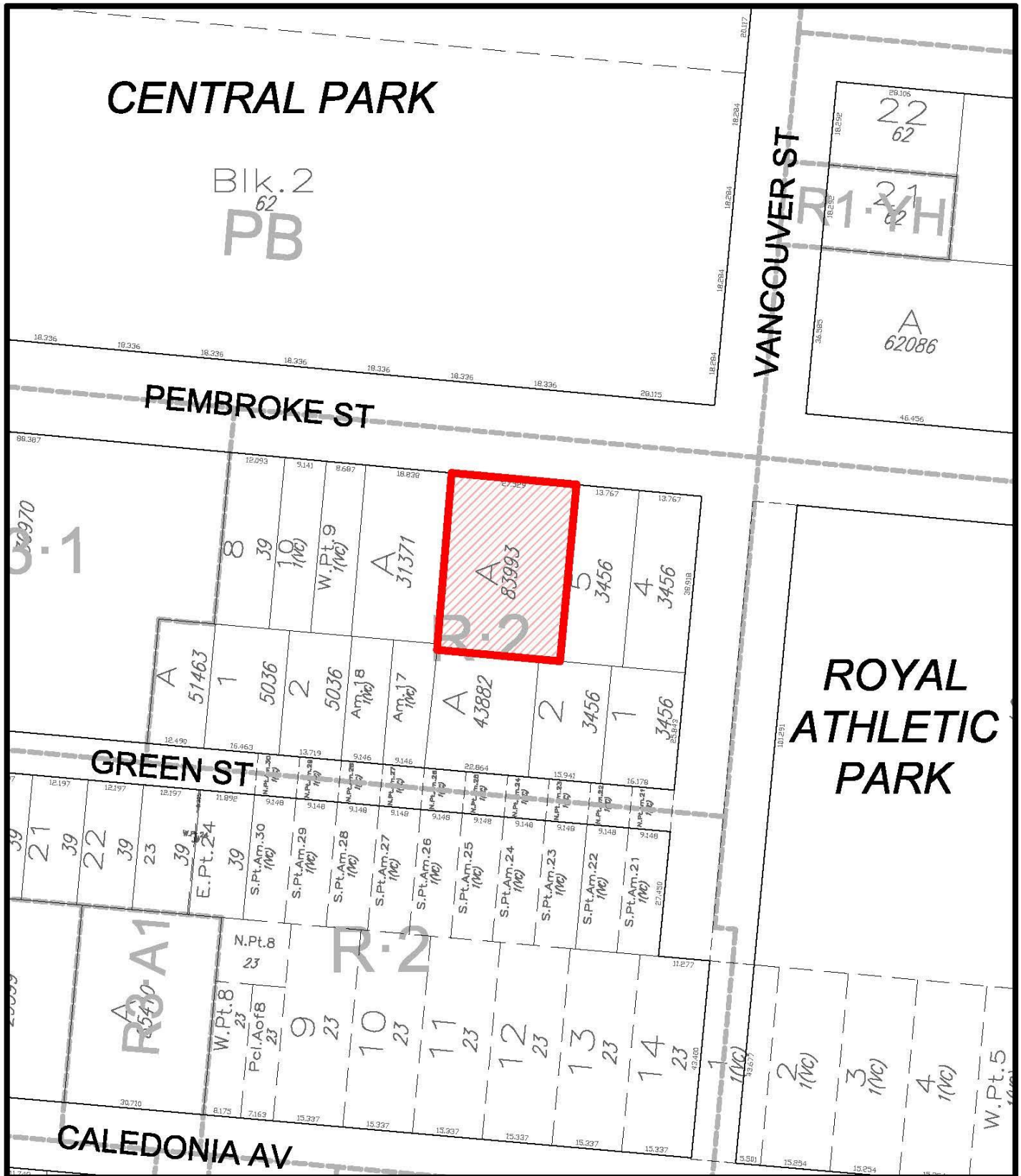


**PART 3.128 – R-K-P2 ZONE, PEMBROKE MULTIPLE DWELLING 2 DISTRICT****3.128.6 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 36% |
| b. <u>Open site space</u> (minimum) | 32% |

**3.128.7 Vehicle and Bicycle Parking**

- |                                     |  |
|-------------------------------------|--|
| a. <u>Vehicle parking</u> (minimum) | Subject to the regulations in Schedule "C" |
| b. Bicycle parking (minimum)        | Subject to the regulations in Schedule "C" |



945 Pembroke Street  
Rezoning No.00642





NO. 19-081

# HOUSING AGREEMENT (945 PEMBROKE 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 945 Pembroke 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 (945 PEMBROKE STREET)  
BYLAW (2019)".

**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 Todd Patrick Doherty or other registered owners from time to time of the lands described in subsection (c); and
- (c) that applies to the lands known as 945 Pembroke Street, Victoria, BC, legally described as:
- PID: 027-278-972
- Lot A Suburban Lot 6 Victoria City Plan VIP83993

READ A FIRST TIME the day of 2019

READ A SECOND TIME the \_\_\_\_\_ day of \_\_\_\_\_ 2019

READ A THIRD TIME the \_\_\_\_\_ day of \_\_\_\_\_ 2019

ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2019

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:

**TODD PATRICK DOHERTY**  
 961 Pembroke Street  
 Victoria, BC V8T 1J1  
 (the "**Owner**")

OF THE SECOND PART

AND:

**COAST CAPITAL SAVINGS FEDERAL CREDIT UNION**  
 formerly Coast Capital Savings Credit Union  
 (the "**Existing Chargeholder**")

OF THE THIRD PART

**WHEREAS**

- A. Capitalized terms not otherwise or elsewhere defined will have the respective meanings ascribed to them in Section 1.1 of this Agreement;
- 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 945 Pembroke Street and legally described as:  
  
 PID: 027-278-972 Lot A, Suburban Lot 6, Victoria City, Plan VIP83993  
 (the "**Lands**").
- D. The Owner wishes to build 12 residential dwelling units on the Lands, one of which will be designated as an affordable housing unit under a separate affordable housing agreement and Section 219 covenant with the Capital Regional District.
- E. The Dwelling Units are intended to be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, but the intent of this Housing Agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied units);



- F. 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 establish the terms and conditions regarding the occupancy of the residential units identified in this Housing Agreement.

**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 parties agree each with the other as follows:

## **1.0 Definitions**

### **1.1 In this Agreement:**

**"Affordable Unit"** means the one self-contained dwelling unit within the Development to be designated as an affordable housing unit under a separate affordable housing agreement and Section 219 covenant with the Capital Regional District.

**"Development"** means the proposed 12 residential dwelling building on the Lands to include 11 Dwelling Units.

**"Dwelling Unit"** means a self-contained residential dwelling unit within the building that will be located on the Lands other than the Affordable Unit, and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "Dwelling Units" means collectively all of such residential dwelling units located on the Lands other than the Affordable Unit.

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

**"Non-owner"** means a person other than a Related Person.

**"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 7.3.

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

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

**"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 No Restrictions on Rentals**

- 2.1 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.
- 2.2 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.
- 2.3 For certainty, if the Lands or the Development on the Lands are subdivided under the *Strata Property Act*, the Dwelling Units within the Development may be occupied by the Owners of the strata lots.

**3.0 Reporting**

- 3.1 The Owner covenants and agrees to provide to the City, upon written request from the City's Director of Sustainability Planning and Community Development, a report in writing confirming:
  - (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners; and
  - (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.
- 3.2 The Owner covenants and agrees:
  - (a) to exercise its voting rights in the Strata Corporation against the passage of any bylaws that would restrict the availability for rental of any Dwelling Unit under the terms of a Tenancy Agreement unless this Agreement is amended; and
  - (b) to notify the City of any proposed amendments to its strata bylaws.
- 3.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications to this Agreement and that such consent may be withheld for any reason.



#### **4.0 Notice to be Registered in Land Title Office**

- 4.1 Notice of this Agreement ("**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483(5) 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.

#### **5.0 Liability**

- 5.1 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.
- 5.2 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.

#### **6.0 Priority Agreement**

- 6.1 The Existing Chargeholder, as the registered holder of a charge by way of a mortgage and an assignment of rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA4396851 and CA4396852 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.

#### **7.0 General Provisions**

##### Notice

- 7.1 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, B.C., V8W 1P6  
 Attention: Director of Sustainability Planning and

Community Development  
Fax: 250-361-0386

to the Owner:

961 Pembroke Street, Victoria, BC V8T 1J1

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

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

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

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

#### Time

- 7.2 Time is to be the essence of this Agreement.

#### Binding Effect

- 7.3 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.

#### Waiver

- 7.4 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.

#### Headings

- 7.5 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.

#### Language

- 7.6 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.



#### Equitable Remedies

- 7.7 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.

#### Cumulative Remedies

- 7.8 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.

#### Entire Agreement

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

#### Further Assurances

- 7.10 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.

#### Amendment

- 7.11 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.

#### Law Applicable

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

#### No Derogation from Statutory Authority

- 7.13 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.

#### Joint and Several

- 7.14 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.

Counterpart

7.15 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.

Effective Date

7.16 This Agreement is effective as of the date of the signature of the last party to sign.

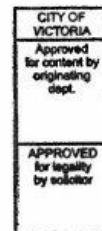
**IN WITNESS WHEREOF** the parties have hereunto set their hands as of the dates inscribed at a place within British Columbia:

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

MAYOR \_\_\_\_\_ )

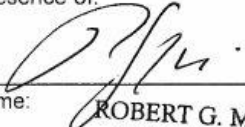
CITY CLERK \_\_\_\_\_ )

Date signed: \_\_\_\_\_ )



Signed, Sealed and Delivered by the Owner  
in the presence of:

Print Name:

  
ROBERT G. MILNE  
Barrister & Solicitor  
4th Floor, 1007 Fort Street  
Victoria BC V8V 3K5

Date signed: May 30, 2019

  
TODD PATRICK DOHERTY



**[EXISTING CHARGEHOLDER(S)]**

**COAST CAPITAL SAVINGS FEDERAL  
CREDIT UNION** formerly Coast Capital Savings  
Credit Union

by its authorized signatory(ies):

  
\_\_\_\_\_

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

**Terry Tam**  
Supervisor, Retail Lending Operations  
#800 - 9900 King George Blvd.  
Surrey, BC V3T 0K7

  
\_\_\_\_\_

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

Date signed: 06 June 2019

**LORRAINE LAL**

A Commissioner for Taking Affidavits  
For the Province of British Columbia  
800 - 9900 King George Blvd  
Surrey, B.C. V3T 0K7

Expiry: 31 July 2021