

C. BYLAWS

C.1 2424 Richmond Road Rezoning Application No. 00649

Moved By Councillor Alto

Seconded By Councillor Collins

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

1. Zoning Regulation Bylaw Amendment (No. 1187) No. 19-054

CARRIED UNANIMOUSLY

Moved By Councillor Alto

Seconded By Councillor Potts

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

2. Housing Agreement (2424 Richmond Road) Bylaw No. 19-055

CARRIED UNANIMOUSLY



Council Report

For the Meeting of July 18, 2019

To: Council **Date:** July 11, 2019
From: Andrea Hudson, Acting Director, Sustainable Planning and Community Development
Subject: **Update Report for Rezoning Application No. 00649 for 2424 Richmond Road**

RECOMMENDATION

Rezoning Application No. 00649

That Council give first and second reading of Zoning Regulation Bylaw Amendment (No. 1187) No. 19-054 for Rezoning Application No. 00649 for 2424 Richmond Road and first, second and third reading of Housing Agreement (2424 Richmond Road) Bylaw No. 19-055.

EXECUTIVE SUMMARY

The purpose of this report is to present Council with an update regarding Rezoning Application No. 00649 for 2424 Richmond Road. The proposal is to construct a new two-storey single family dwelling and retain the existing house on the same lot.

In accordance with Council's motion of January 17, 2019, included below, the necessary conditions that would authorize the approval of the Rezoning Application have been fulfilled. The motion from the January 17, 2019 Council meeting is as follows:

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00649 for 2424 Richmond Road; that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council; and that a Public Hearing date be set once the following conditions are met:

Preparation of the following documents, executed by the applicant, to the satisfaction of City Staff:

- 1. registration of a section 219 covenant to secure the design of the proposed single-family dwelling unit, and to ensure that the existing single-family dwelling is upgraded in accordance with the plans approved by Council and to specify the sequencing of construction and landscaping, including retention of a landscape security deposit*
- 2. receipt of an executed Statutory Right-of-Way (SRW) of 4.82m along Richmond Road, to the satisfaction of the Director of Engineering and Public Works.*
- 3. registration of a housing agreement in a form satisfactory to the City Solicitor that prohibits the establishment of strata bylaws that prohibit the rental of the units.*

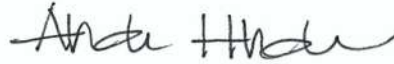
CONCLUSIONS

With regard to the pre-conditions that Council set in relation to this application, staff can report that the covenant to secure the design for the new single family dwelling and the renovations to the existing house has been registered on title, the covenant to secure a Statutory Right-of-Way (SRW) of 4.82m along Richmond Road has been registered on title, and a Housing Agreement that prohibits the establishment of strata bylaws that prohibit the rental of the units has been executed by the applicant to the satisfaction of City staff. The recommendation provided for Council's consideration contains appropriate language to advance these applications to a Public Hearing.

Respectfully submitted,



Chelsea Medd
Planner
Development Services Division



Andrea Hudson, Acting Director
Sustainable Planning and Community
Development Department

Report accepted and recommended by the City Manager:


Date: July 12, 2019

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R2-57 Zone, Two Single Family Dwelling District (Richmond), and to rezone land known as 2424 Richmond Road from the R1-B Zone, Single Family Dwelling District to the R2-57 Zone, Two Single Family Dwelling (Richmond) District.

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

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1187)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule “B” under the caption PART 2 – Attached Dwelling Zones by adding the following words:

“2.150 R2-57 Zone, Two Single Family Dwelling District (Richmond)”
- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 2.149 the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 2424 Richmond Road, legally described as PID: 009-129-197, Lot 49, Section 25, Victoria District, Plan 339, Except the Westerly 10 feet thereof and shown hatched on the attached map, is removed from the R1-B Zone, Single Family Dwelling District, and placed in the R2-57 Zone, Two Single Family Dwelling (Richmond) District.

READ A FIRST TIME the	day of	2019
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READ A SECOND TIME the	day of	2019
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Public hearing held on the	day of	2019
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READ A THIRD TIME the	day of	2019
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ADOPTED on the	day of	2019
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CITY CLERK

MAYOR

PART 2.150 – R2-57 ZONE, TWO SINGLE FAMILY DWELLING (RICHMOND) DISTRICT

2.150.1 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. Notwithstanding Section 19 of the General Regulations, two single family dwellings are permitted on one lot subject to the regulations in this Part, with the following accessory use:

Roomers and/or Boarders up to a maximum of 4

2.150.2 Lot Area

- | | |
|-------------------------------|------------------------------|
| a. <u>Lot area</u> (minimum) | 580m ² |
| b. <u>Lot width</u> (minimum) | 15m average <u>lot width</u> |

2.150.3 Floor Area

- | | |
|---|-------------------|
| a. Floor <u>area</u> , for the first and second <u>storeys</u> combined (maximum) | 205m ² |
| b. Floor <u>area</u> , of all floor levels combined (maximum) | 275m ² |

2.150.4 Height, Storeys

- | | |
|---|---------------|
| a. Principal <u>building height</u> (maximum) | 6.5m |
| b. <u>Storeys</u> (maximum) | 2 |
| c. <u>Roof deck</u> | Not permitted |

PART 2.150 – R2-57 ZONE, TWO SINGLE FAMILY DWELLING (RICHMOND) DISTRICT

2.150.5 Setbacks, Projections

- | | |
|--|-------|
| a. <u>Front yard setback</u> (minimum) | 7.5m |
| Except for the following maximum projections into the setback: | |
| • Steps less than 1.7m in <u>height</u> | 2.5m |
| • <u>porch</u> | 1.6m |
| b. <u>Rear yard setback</u> (minimum) | 1.5m |
| c. <u>Side yard setback</u> (north) (minimum) | 2.5m |
| d. <u>Side yard setback</u> (south) (minimum) | 3.6m |
| e. Combined <u>side yards</u> (minimum) | 4.5m |
| f. Eave projections into <u>setback</u> (maximum) | 0.75m |
| g. Separation space between <u>buildings</u> (minimum) | 3.0m |

2.150.6 Site Coverage

- | | |
|-----------------------------------|-----|
| a. <u>Site Coverage</u> (maximum) | 35% |
|-----------------------------------|-----|

2.150.7 Outdoor Features

- a. The setbacks in section 2.150.5 apply to outdoor features as though they are buildings
- b. Outdoor features must not exceed a height of 3.5m from natural grade or finished grade, whichever is lower

2.150.8 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" |



NO. 19-055

HOUSING AGREEMENT (2424 RICHMOND ROAD) 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 2424 Richmond Road, 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 (2424 RICHMOND ROAD) 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 Li Xin Wang or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 2424 Richmond Road, Victoria, BC, legally described as:
PID: 009-129-197

Lot 49, Section 25, Victoria District, Plan 339, except the westerly 10 feet thereof

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, British Columbia V8W 1P6
(the "City")
OF THE FIRST PART

AND:

LI XIN WANG
2424 Richmond Road, Victoria, British Columbia V8R 4S3
(the "Owner")
OF THE SECOND 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 2424 Richmond Road¹ Victoria, British Columbia, and legally described as

Parcel Identifier 009-129-197, Lot 49, Section 25, Victoria District,
Plan 339, except the westerly 10 feet thereof

(the "Lands");
- C. The Owner has applied for a rezoning of the Lands to permit two single family dwellings on the Lands;
- D. The Owner also intends to subdivide the Lands to create two strata lots, in accordance with the *Strata Property Act*;
- 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:

- (a) **"Development"** means the existing single family dwelling and the proposed additional two storey single family dwelling to be situated on two strata lots after the proposed subdivision of the Lands, and includes two (2) Dwelling Units.
- (b) **"Dwelling Unit"** means a self-contained residential dwelling unit within the buildings that are and will be located on the Lands, 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.
- (c) **"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.
- (d) **"Non-owner"** means a person who occupies a Dwelling Unit for residential purposes, other than the Owner of that Dwelling Unit, and other than a member of the Owner's Immediate family.
- (e) **"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.
- (f) **"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.
- (g) **"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 General Provisions

Notice

6.1 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, British Columbia V8W 1P6

Attention: Director of Sustainability Planning and Community Development

Facsimile: 250-361-0386

to the Owner:

Li Xin Wang

2424 Richmond Road, Victoria, British Columbia V8R 4S3

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:

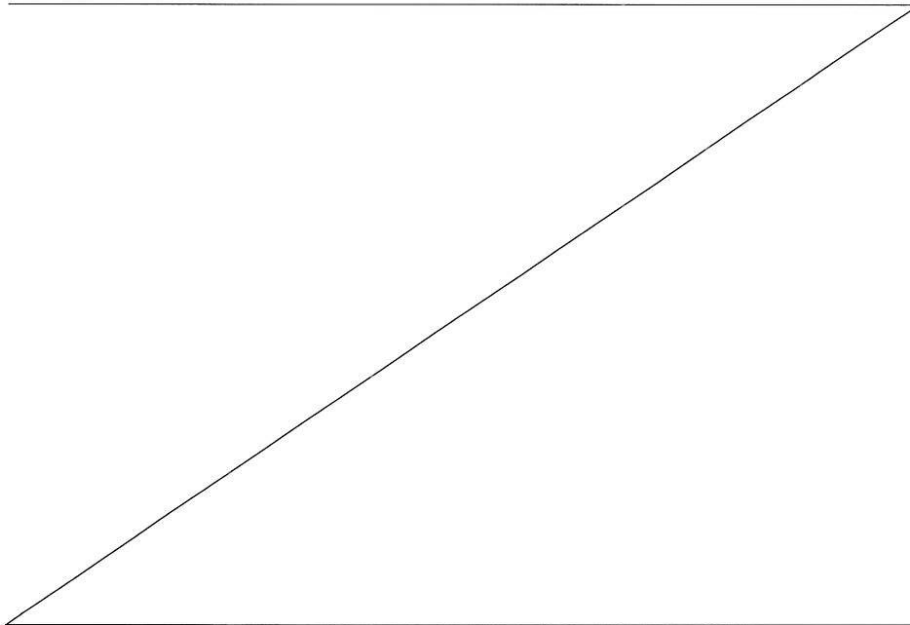
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or 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:

Date signed: MAY 24 2019

SIGNED, SEALED and DELIVERED
in the presence of:

Name

RAJIV K. GANDHI

Address Barrister & Solicitor

Third Floor, Burnes House

Occupation 26 Bastion Square
Victoria, BC V8W 1H9

LI XIN WANG

Date signed: _____

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

Mayor

City Clerk