

**G.2 Bylaws for 1029 Queens Avenue: Rezoning Application No. 00693 and Development Permit with Variance Application No. 00117**

**Moved By** Councillor Andrew  
**Seconded By** Councillor Alto

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

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1230) No. 21-051

**CARRIED UNANIMOUSLY**

**Moved By** Councillor Andrew  
**Seconded By** Councillor Thornton-Joe

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

1. Housing Agreement (1029 Queens Avenue) Bylaw (2021) No. 21-052

**CARRIED UNANIMOUSLY**

**Moved By** Councillor Andrew  
**Seconded By** Councillor Alto

**Development Permit with Variances Application No. 00117**

Then 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. 00693, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variances Application No. 00117 for 1029 Queens Avenue, in accordance with:

1. Plans date stamped January 20, 2020. (Revised plan date)
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - a. reduce the required vehicle parking from four stalls to one stall
  - b. reduce the front yard setback for the new building from 7.5m to 6.74m, and side yard setback from 3.0m to 2.24m with combined side yard setback from 4.5m to 3.29m.
3. Details of the bicycle parking (stall dimensions and security features) to be provided at building permit stage.
4. The Development Permit with Variances lapsing two years from the date of this resolution.

**Request to add 1029 Queens Avenue to the City of Victoria Register of Heritage Properties (North Park)**

That, concurrent with Rezoning Application No. 00693, if it is approved, Council approve the request to add the property located at 1029 Queens Avenue to the City of Victoria Register of Heritage Properties pursuant to section 598 of the Local Government Act."

**CARRIED UNANIMOUSLY**



**Council Report  
For the Meeting of April 22, 2021**

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**To:** Council **Date:** April 15, 2021  
**From:** Karen Hoese, Director, Sustainable Planning and Community Development  
**Subject:** **Update on Rezoning Application No. 00693 and Development Permit with Variance Application No .00117 for 1029 Queens Avenue**

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**RECOMMENDATION**

**Rezoning Application No. 00693**

That Council give first and second readings of Zoning Regulation Bylaw Amendment No. 21-051 (Amendment No. 1230) and give first, second and third reading of Housing Agreement (1029 Queens Avenue) Bylaw No. 21-052.

**Development Permit with Variances Application No. 00117**

Then 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. 00693, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variances Application No. 00117 for 1029 Queens Avenue, in accordance with:

1. Plans date stamped **January 20, 2020. (Revised plan date)**
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - a. reduce the required vehicle parking from four stalls to one stall
  - b. reduce the front yard setback for the new building from 7.5m to 6.74m, and side yard setback from 3.0m to 2.24m with combined side yard setback from 4.5m to 3.29m.
3. Details of the bicycle parking (stall dimensions and security features) to be provided at building permit stage.
4. The Development Permit with Variances lapsing two years from the date of this resolution.

Request to add 1029 Queens Avenue to the City of Victoria Register of Heritage Properties (North Park)

*That, concurrent with Rezoning Application No. 00693, if it is approved, Council approve the request to add the property located at 1029 Queens Avenue to the City of Victoria Register of Heritage Properties pursuant to section 598 of the Local Government Act. “*

**EXECUTIVE SUMMARY**

The purpose of this report is to present Council with an update on the Rezoning and Development Permit with Variances Applications for the property located at 1029 Queens Street. The proposal is to rezone from the R-2 Zone, Two Family Dwelling District, to a new zone in order to retain the existing two-family dwelling and permit a new two-family rental residential building in the side yard. The proposed variances are related to siting and vehicle parking. The application was considered by Council on December 12, 2019, where the following resolution was approved:

Rezoning Application No. 00693

*That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00693 for 1029 Queens Avenue, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:*

- 1. Placement of the existing duplex on the Heritage Register. (Refer to the Heritage Report on this application.)*
- 2. Preparation and execution of legal agreement to secure the rental housing along with affordability considerations to the satisfaction of the Director of Sustainable Planning and Community Development.*
- 3. A legal agreement to secure four car share memberships (one per dwelling unit) plus a \$100 usage credit for each membership to the satisfaction of the Director of Engineering and Public Works.*

Development Permit with Variances Application No. 00117

*That prior to setting the Public Hearing for the Rezoning Application, the applicant consider revisions to the proposed two-family dwelling to create a more direct relationship with the street to the satisfaction of the Director of Sustainable Planning and Community Development.*

*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. 00693, if it is approved, consider the following motion:*

*"That Council authorize the issuance of Development Permit with Variance Application No. 00117 for 1029 Queens Avenue, in accordance with:*

- 1. Plans date stamped July 26, 2019.*
- 2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:*
  - a. reduce the required vehicle parking from four stalls to one stall*
  - b. allow more than one principal building on a lot*

- c. *variances for front yard setback for the new building from 7.5m to 6.74m, and side yard setback from 3.0m to 2.24m with combined side yard setback from 4.5m to 3.29m.*
3. *The Development Permit lapsing two years from the date of this resolution.*
4. *Details of the bicycle parking (stall dimensions and security features) to be provided at building permit stage.*

Request to add 1029 Queens Avenue to the City of Victoria Register of Heritage Properties (North Park)

*That, concurrent with Rezoning Application No. 00693, if it is approved, Council approve the request to add the property located at 1029 Queens Avenue to the City of Victoria Register of Heritage Properties pursuant to section 598 of the Local Government Act. “*

## **COMMENTS**

### Building Design

The applicant revised the design of the proposed two-family dwelling to establish a better street relationship by creating a front door on the street elevation. The newly introduced front door and adjacent window are framed by an overhang, creating a defined street entry to the lower unit. The paving materials also emphasize this area as an entry. The proportions of the proposed two-family dwelling and design revisions create a good fit with the existing two-family dwelling.

The recommendation for the Development Permit with Variances Application has been updated accordingly to reflect the revised plan submission.

### Variances

While drafting the new site-specific zone, it was discovered that the variance to limit the number of principal dwellings conflicted with the intent of the new zone to allow an additional two-family dwelling on the property. Therefore, this variance has been eliminated and the number of buildings has been clarified in the new zone. All other variances remain the same.

### Public Hearing Conditions

As a condition of rezoning, Council requested that the applicant secure the rental housing along with affordability considerations to *the satisfaction of the Director of Sustainable Planning and Community Development*. The applicant executed a housing agreement, which provides for the following:

- all units will be rental in perpetuity, except for one unit may be owner-occupied to provide flexibility for the owner
- each unit is designated as a “median income unit” in perpetuity and the monthly rent will be no more than 30% of the median gross household income limit for one, two and three-bedroom units as defined in the housing agreement.

An agreement with MODO has been registered on title to provide a MODO membership for each dwelling unit on the property, for a total of four memberships plus a driving credit of \$100 per each resident that becomes a MODO driver.

The recommendation provided for Council's consideration contains the appropriate language to advance this application to a Public Hearing.

Respectfully submitted,

Leanne Taylor  
Senior Planner  
Development Services Division

Karen Hoese, Director  
Sustainable Planning and Community  
Development Department

Report accepted and recommended by the City Manager

#### **List of Attachments**

- Revised plans dated January 20, 2020



GENERAL NOTES

GENERAL NOTES  
ALL MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CURRENT EDITION OF THE BRITISH COLUMBIA BUILDING CODE (BCBC), GOOD CONSTRUCTION PRACTICE, AS WELL AS ANY OTHER LOCAL BUILDING CODES OR BYLAWS WHICH MAY TAKE PRECEDENCE

ALL MEASUREMENTS TO BE VERIFIED ON SITE BY BUILDER PRIOR TO CONSTRUCTION. COMMENCEMENT OF CONSTRUCTION OR ANY PART THEREOF CONSTITUTES ACCEPTANCE OF THE DRAWINGS/SITE CONDITIONS AND MEANS DIMENSIONS & ELEVATIONS HAVE BEEN VERIFIED & ARE ACCEPTABLE

IF ANY DISCREPANCIES ARISE, THEY SHOULD BE REPORTED TO THE DESIGNER

DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE

FRAMING LUMBER SHALL BE GRADED #2 OR BETTER UNLESS OTHERWISE SPECIFIED

ALL INTERIOR FINISHES, CASINGS, WINDOW TYPES AND MILLWORK TO OWNERS APPROVAL

STAIR TREADS TO BE PLYWOOD OR OTHER ENGINEERED PRODUCT AND SECURED WITH SCREWS AND SUB-FLOOR ADHESIVE

TEMPORARY HEAT REQUIRED PRIOR TO DRYWALL INSTALLATION TO ASSIST IN DRYING OF FRAMEWORK. MOISTURE CONTENT OF FRAMEWORK MUST NOT EXCEED 19%

SITE PLAN  
LAYOUT TO BE CONFIRMED BY A CURRENTLY REGISTERED BRITISH COLUMBIA LEGAL LAND SURVEYOR

ALL SET BACKS TO BE CONFIRMED BY THE OWNER AND BUILDER

ALL GRADE ELEVATIONS ARE THE RESPONSIBILITY OF THE OWNER AND BUILDER

VERIFY EXISTING AND PROPOSED GRADES PRIOR TO CONSTRUCTION

FOUNDATION  
THE BUILDER IS RESPONSIBLE FOR LOCATING THE FOOT PRINT OF THE STRUCTURE IN THE PROPER PLACE AS PER PLANS

CONCRETE FOUNDATION WALLS NOT SUBJECT TO SURCHARGE SHALL BE INSTALLED ON COMPACTED, UNDISTURBED, INORGANIC STABLE SOILS BELOW THE DEPTH OF FROST PENETRATION WITH AN ALLOWABLE BEARING PRESSURE OF 75 kPa OR GREATER. IF SOFTER CONDITIONS APPLY, THE BEARING CAPACITY AND SIZE OF FOOTINGS ARE TO BE DESIGNED BY A QUALIFIED ENGINEER

THE SILL PLATE IS TO BE FASTENED TO THE FOUNDATION WALL WITH NOT LESS THAN 12.7mm Ø ANCHOR BOLTS SPACED NOT MORE THAN 2.4m O.C. OR FOR BRACED WALL PANELS 2 15mm Ø ANCHOR BOLTS PER BRACED WALL PANEL 500mm FROM THE ENDS OF THE FOUNDATION AND SPACED 1.7m O.C. EMBEDDED 100mm DEEP

ALL LUMBER IN CONTACT WITH CONCRETE SHALL BE TREATED OR PROTECTED BY A MOISTURE RESISTANT GASKET

IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO HAVE SITE SOIL CONDITIONS INSPECTED AND ADVISE THE DESIGNER OF ANY SOIL CONDITIONS WHICH MAY REQUIRE ENGINEERING

ALL FOUNDATION WALLS ARE 200mm THICK 20MPa CONCRETE UNLESS OTHERWISE SPECIFIED

FOUNDATION WALLS MAY BE A MAXIMUM OF 4' HIGH FROM GRADE TO UNDERSIDE OF FLOOR IF LATERALLY UNSUPPORTED AT TOP. ALL OTHER CONCRETE FOUNDATION WALLS TO BE ENGINEERED

FRAMING  
ALL ENGINEERED COMPONENTS TO BE SIZED BY SUPPLIER

ALL SPANS AND LOADINGS SHALL CONFORM TO THE CURRENT VERSION OF THE BCBC. VERIFICATION OF ALL COMPONENTS IS THE RESPONSIBILITY OF THE OWNER/BUILDER. ANY COMPONENTS WHICH CANNOT BE DESIGNED WITH THE BCBC SHALL BE DESIGNED BY A QUALIFIED ENGINEER

TRUSSES AND LAYOUT ARE TO BE ENGINEERED AND INSTALLED ACCORDING TO MANUFACTURERS SPECIFICATIONS

IT IS ASSUMED THAT THE CONTRACTOR IS FAMILIAR WITH THE 2018 BCBC AND INDUSTRY STANDARDS FOR WOOD FRAME CONSTRUCTION. NOT EVERY DETAIL OF WOOD FRAMING IS SHOWN ON THESE DRAWINGS

ALL LINTELS DOUBLE 2X10 S.S. SPF FOR CLEAR SPANS UP TO 5' UNLESS OTHERWISE NOTED

EXTERIOR WALL THICKNESS SHOWN ARE MEASURED FROM OUTSIDE OF EXTERIOR SHEATHING TO INSIDE OF DRYWALL

INTERIOR WALL THICKNESS SHOWN ARE MEASURED FROM OUTSIDE OF DRYWALL TO OUTSIDE OF DRYWALL

ROOM MEASUREMENTS SHOWN ARE TO THE NEAREST INCH. DIMENSIONS SHOWN ARE TO THE NEAREST 1/2"

CONFIRM ALL VANITY'S, BATHTUBS, SHOWERS AND KITCHEN CUPBOARDS WITH OWNER PRIOR TO FRAMING AS THESE MAY REQUIRE MODIFICATIONS TO THE ROOM SIZES

ROOFING  
ALL ROOFING SHALL BE APPLIED TO THE MANUFACTURERS SPECIFICATIONS AND SHALL INCLUDE EAVE PROTECTION FROM ICE DAMMING AND SNOW BUILD UP

PLUMBING AND ELECTRICAL  
ANY PLUMBING AND ELECTRICAL SHOWN ON THESE PLANS IS FOR ILLUSTRATIONAL PURPOSES ONLY AND MUST BE DESIGNED AND INSTALLED BY A QUALIFIED PROFESSIONAL

FLASHING  
ALL PENETRATIONS THROUGH THE ROOF WILL REQUIRE FLASHING.

ALL ROOFING TO INCLUDE STEP FLASHING.

ALL EXPOSED OPENINGS TO INCLUDE FLASHING

ALL FLASHING END DAMS TO BE 25mm (1") HIGH

DOORS  
FRAME OPENING TO BE 1 1/4" WIDER THAN DOOR  
FRAME HEIGHT 83" FOR EXTERIOR DOORS AND 82.5" FOR INTERIOR DOORS.  
FRAME OPENING 1 1/4" WIDER THAN BIFOLD DOORS AND FRAME HEIGHT IS 81.5"  
ALL INTERIOR DOORS TO BE 30" WIDE UNLESS OTHERWISE SPECIFIED

FENESTRATION  
ALL WINDOWS, DOORS & SKYLIGHTS TO CONFORM TO NAFS-08 AND THE CANADIAN SUPPLEMENT TO NAFS

FENESTRATION PERFORMANCE REQUIREMENTS:  
CLASS R - PG 30 - +VE/-VE DP = 1440Pa/1440Pa - WATER PENETRATION RESISTANCE = 260Pa - CANADIAN AIR INFILTRATION/EXFILTRATION = A2

WINDOW/DOOR LABELS TO BE LEFT IN PLACE UNTIL FINAL INSPECTION

SUPPLY AND INSTALL ALL WINDOW TYPES, INTERIOR CASINGS AND MILLWORK TO OWNERS APPROVAL

ALL WINDOWS ADJACENT TO BATH TUBS TO BE SAFETY GLASS

GUARDS/HANDRAILS  
INSTALL GRASPABLE HANDRAIL TO ALL INTERIOR STAIRS AT 34" TO 38" ABOVE STAIR NOSING

INSTALL GUARDS AT ALL BALCONIES, DECKS AND PORCHES GREATER THAN 2' ABOVE GRADE . INSTALL GUARD AT 42" HEIGHT WHERE SURFACE IS GREATER THAN 6" ABOVE ADJACENT SURFACE, OTHERWISE 36" GUARDRAIL ALLOWABLE

TOPLESS GLASS GUARDS TO BE ENGINEERED WITH SEALED DRAWINGS

VENTILATION  
PROVIDE ATTIC AND CRAWLSPACE ACCESS AND VENTILATION IN ACCORDANCE WITH BCBC

PROVIDE HEATING, MECHANICAL VENTILATION, AND AIR CONDITIONING WHERE REQUIRED IN ACCORDANCE WITH BCBC AND LOCAL BYLAWS

MECHANICAL CONTRACTOR TO PROVIDE MECHANICAL CHECKLIST COMPLETE WITH FAN & DUCT SIZES PRIOR TO FRAMING INSPECTION

MISC.  
SMOKE/CARBON MONOXIDE ALARMS TO BE PROVIDED ON EVERY FLOOR AND ARE TO BE HARDWIRED AND WITHIN 5m OF EACH BEDROOM IN EVERY SUITE AND INTERCONNECTED TO ALL FLOORS. SMOKE ALARMS TO ALSO BE PROVIDED IN EVERY BEDROOM. ALL SMOKE ALARM LOCATIONS WILL HAVE BOTH PHOTOELECTRIC AND IONIC DETECTION SYSTEMS

BEDROOM WINDOWS FOR EGRESS SHALL HAVE OPENINGS WITH AREAS NOT LESS THAN 3.8ft² WITH NO DIMENSION LESS THAN 15"

IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER TO CHECK AND VERIFY ALL ASPECTS OF THESE PLANS PRIOR TO START OF CONSTRUCTION OR DEMOLITION.  
ADAPT DESIGN DOES NOT ACCEPT RESPONSIBILITY FOR THE FOLLOWING:  
-INFORMATION PROVIDED ON EXISTING BUILDINGS OR SITE  
-CONFORMITY OF PLANS TO SITE  
-ERRORS AND/OR OMISSIONS  
-ANY HOUSE BUILT FROM THESE PLANS  
THESE PLANS REMAIN THE PROPERTY OF ADAPT DESIGN AND CAN BE RECLAIMED AT ANY TIME



Issued		
COVER SHEET & GENERAL INFO		
A-001	COVER SHEET	<input type="checkbox"/>
A-002	SITE PLAN	<input type="checkbox"/>
A-003	SITE SERVICING AND LANDSCAPE PLAN	<input type="checkbox"/>
PLANS		
A-102	PR. DUPLEX FLOOR PLANS	<input type="checkbox"/>
A-103	EX. FLOOR PLANS	<input type="checkbox"/>
ELEVATIONS		
A-201	PR. DUPLEX ELEVATIONS	<input type="checkbox"/>
A-202	EXISTING ELEVATIONS	<input type="checkbox"/>
A-203	EXISTING ELEVATIONS	<input type="checkbox"/>
A-204	EX. WORKSHOP ELEVATIONS	<input type="checkbox"/>
SECTIONS		
A-301	CROSS SECTION	<input type="checkbox"/>



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ISSUED:

COVER SHEET

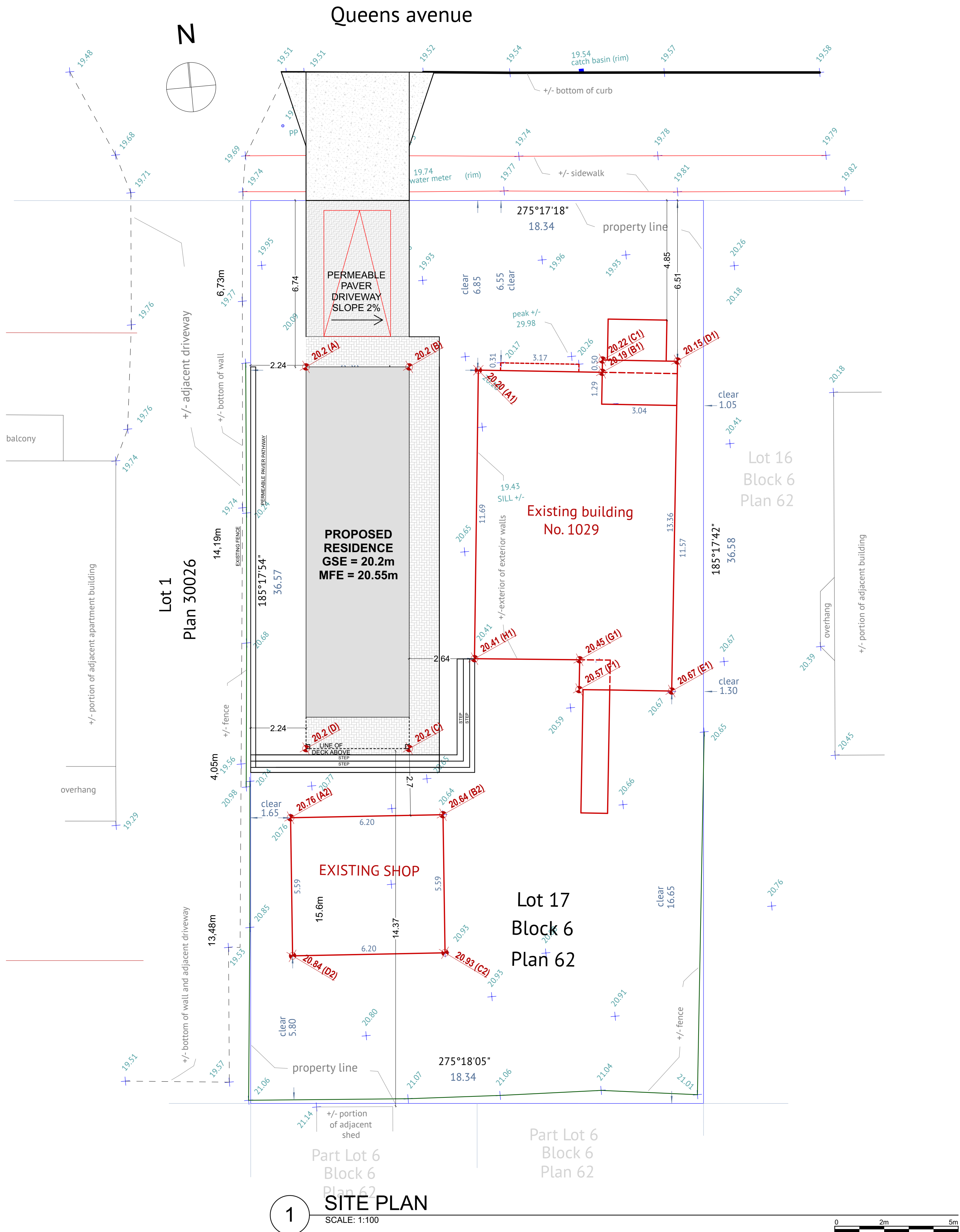
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Printed: 2020-01-09

PROJECT:

REZONE TO CREATE NEW CARRIAGE HOME (DUPLEX)





Proposed residence

GRADE POINTS  
A = 20.47m  
B = 20.54m  
C = 21.10m  
D = 21.08m

GRADE POINTS	AVERAGE OF POINTS		DISTANCE BETWEEN GRADE POINTS	TOTALS
Points A&B	((20.2+20.2) / 2)	x	4.2m	= 84.8
Points B&C	((20.2+20.2) / 2)	x	15.4m	= 311.1
Points C&D	((20.2+20.2) / 2)	x	4.2m	= 84.8
Points D&A	((20.2+20.2) / 2)	x	15.4m	= 311.1
PERIMETER OF BUILDING = 39.2m				791.8

GRADE CALCULATION  
791.8 / 39.2 = 20.2m

Existing building No. 1029

GRADE POINTS  
A1 = 20.20m E1 = 20.67m  
B1 = 20.19m F1 = 20.57m  
C1 = 20.22m G1 = 20.45m  
D1 = 20.15m H1 = 20.41m

GRADE POINTS	AVERAGE OF POINTS		DISTANCE BETWEEN GRADE POINTS	TOTALS
Points A1&B1	((20.20+20.19) / 2)	x	4.97m	= 100.37
Points B1&C1	((20.19+20.22) / 2)	x	0.50m	= 10.10
Points C1&D1	((20.22+20.15) / 2)	x	3.04m	= 61.36
Points D1&E1	((20.15+20.67) / 2)	x	13.36m	= 272.68
Points E1&F1	((20.67+20.57) / 2)	x	2.51m	= 51.76
Points F1&G1	((20.57+20.45) / 2)	x	1.21m	= 24.82
Points G1&H1	((20.45+20.41) / 2)	x	5.50m	= 112.37
Points H1&A1	((20.41+20.20) / 2)	x	11.69m	= 237.37
PERIMETER OF BUILDING = 42.78m				870.83

GRADE CALCULATION  
870.83 / 42.78 = 20.37

Existing Garage

GRADE POINTS  
A2 = 20.76m  
B2 = 20.64m  
C2 = 20.93m  
D2 = 20.84m

GRADE POINTS	AVERAGE OF POINTS		DISTANCE BETWEEN GRADE POINTS	TOTALS
Points A2&B2	((20.76+20.64) / 2)	x	6.20m	= 128.34
Points B2&C2	((20.64+20.93) / 2)	x	5.59m	= 116.19
Points C2&D2	((20.93+20.84) / 2)	x	6.20m	= 129.49
Points D2&A2	((20.84+20.76) / 2)	x	5.59m	= 116.27
PERIMETER OF BUILDING = 23.58m				490.29

GRADE CALCULATION  
490.29 / 23.58 = 20.79

Property Information

Project Type: New Carriage House  
Owners: Jenny Farkas  
Address: 1029 Queens Avenue  
Legal Description: Lot 17, Block 6, Section 3, Victoria District, Plan 62

Zoning: Site Specific

Setbacks:

Proposed Duplex:	
Rear	14.37m
Side	2.24m
Front	6.74m
Height	6.18m
Ex. House	2.64m
Ex. Garage	2.70m

Existing Duplex	
Rear	6.5m
Side	1.05m
Front	16.7m
Existing Garage	
Rear	5.8m
Side	1.65m

Floor Area

Proposed Duplex	
Main Floor	567 SF (52.7 SM)
Upper Floor	567 SF (52.7 SM)
Total	1134 SF (105.4 SM)
Existing Duplex	
Lower Floor	1003 SF (93.2 SM)
Main Floor	1029 SF (95.6 SM)
Upper Floor	472 SF (43.9 SM)
Existing Workshop	328 SF (30.5 SM)

Lot Area:	7219 SF (670.7 SM)
Combined Bld. Footprint	2143 SF (199.0 SM)
Site Coverage	29.7%
Rear Yard Open Site Space	86.9%

Applicable Codes

-BC Building Code Current Edition (2018)

Energy

Compliance path: BCBC Step Code  
Requirements applicable to this project: Level 1  
See compliance report

Ventilation

BCBC 9.32



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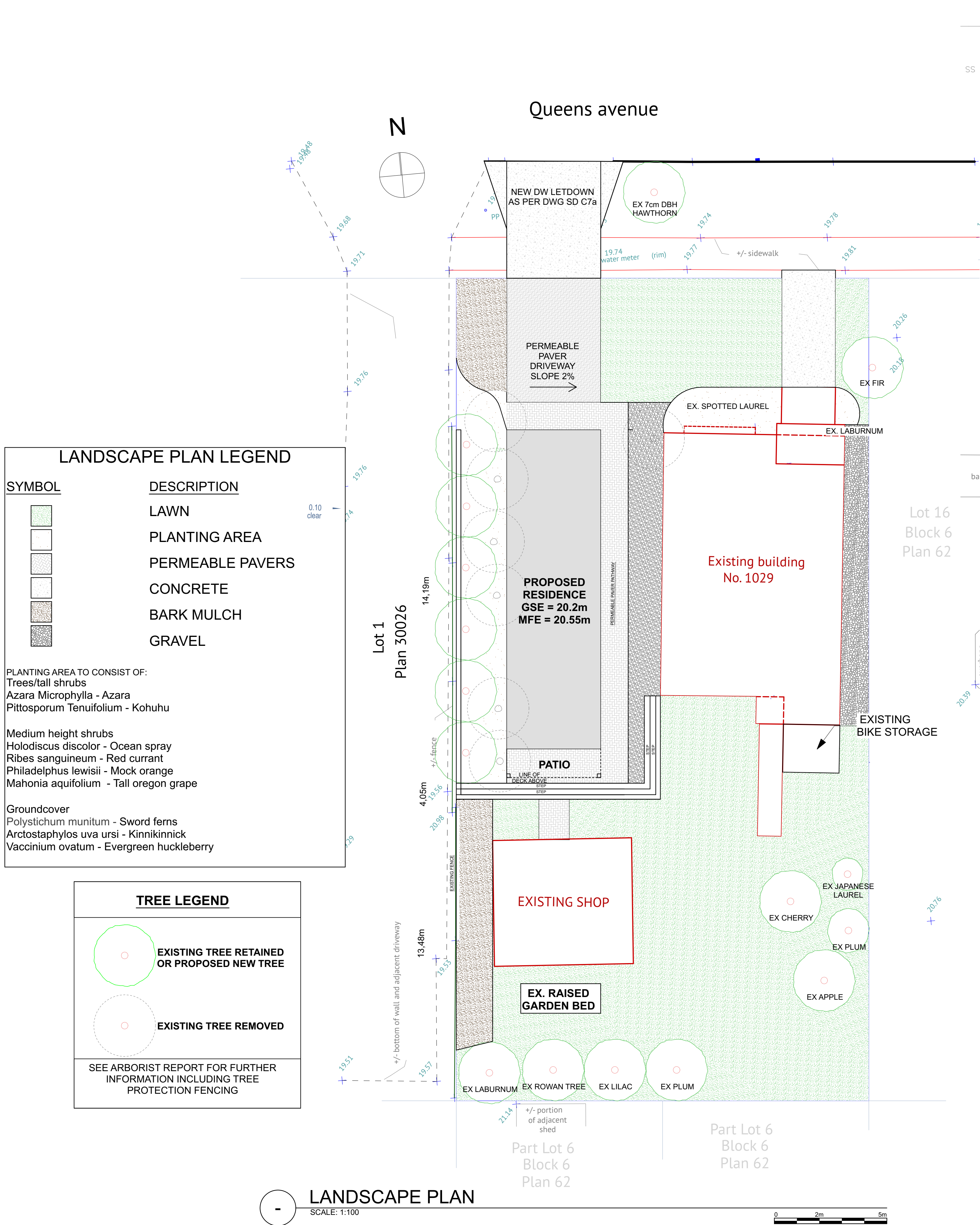
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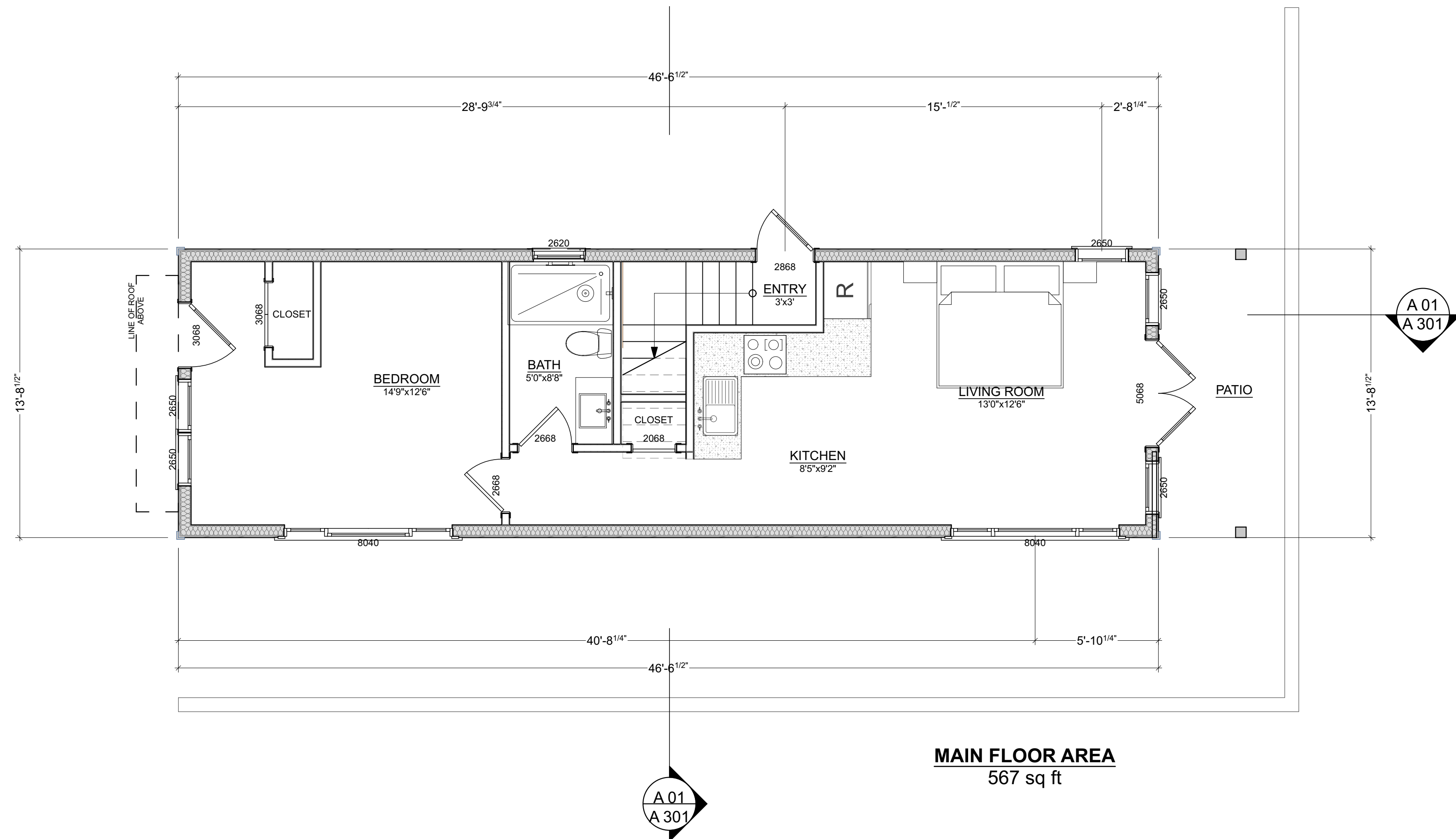
SITE PLAN

A-002

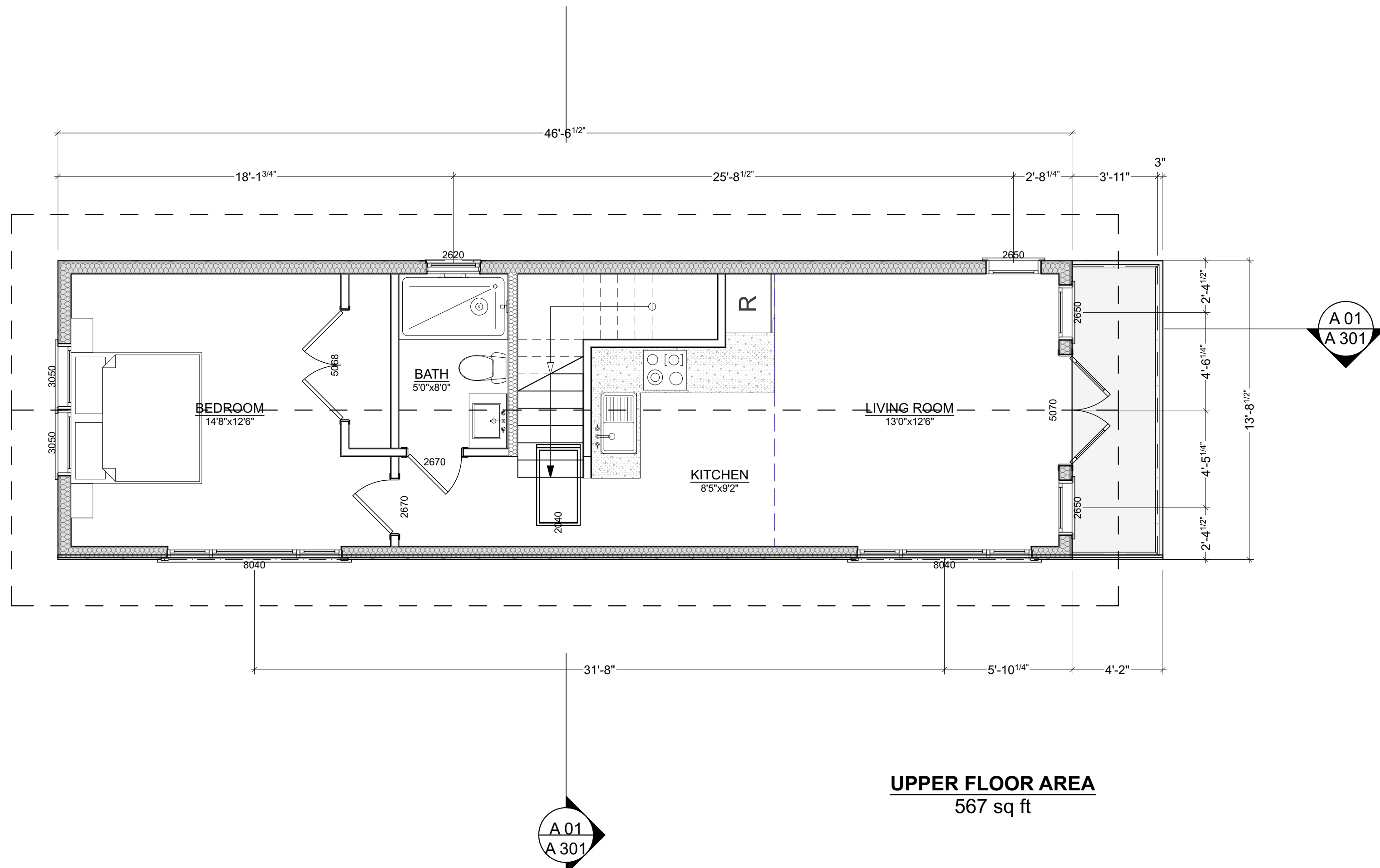








1 MAIN FLOOR PLAN  
SCALE: 1/4" = 1'-0"



2 UPPER FLOOR PLAN  
SCALE: 1/4" = 1'-0"



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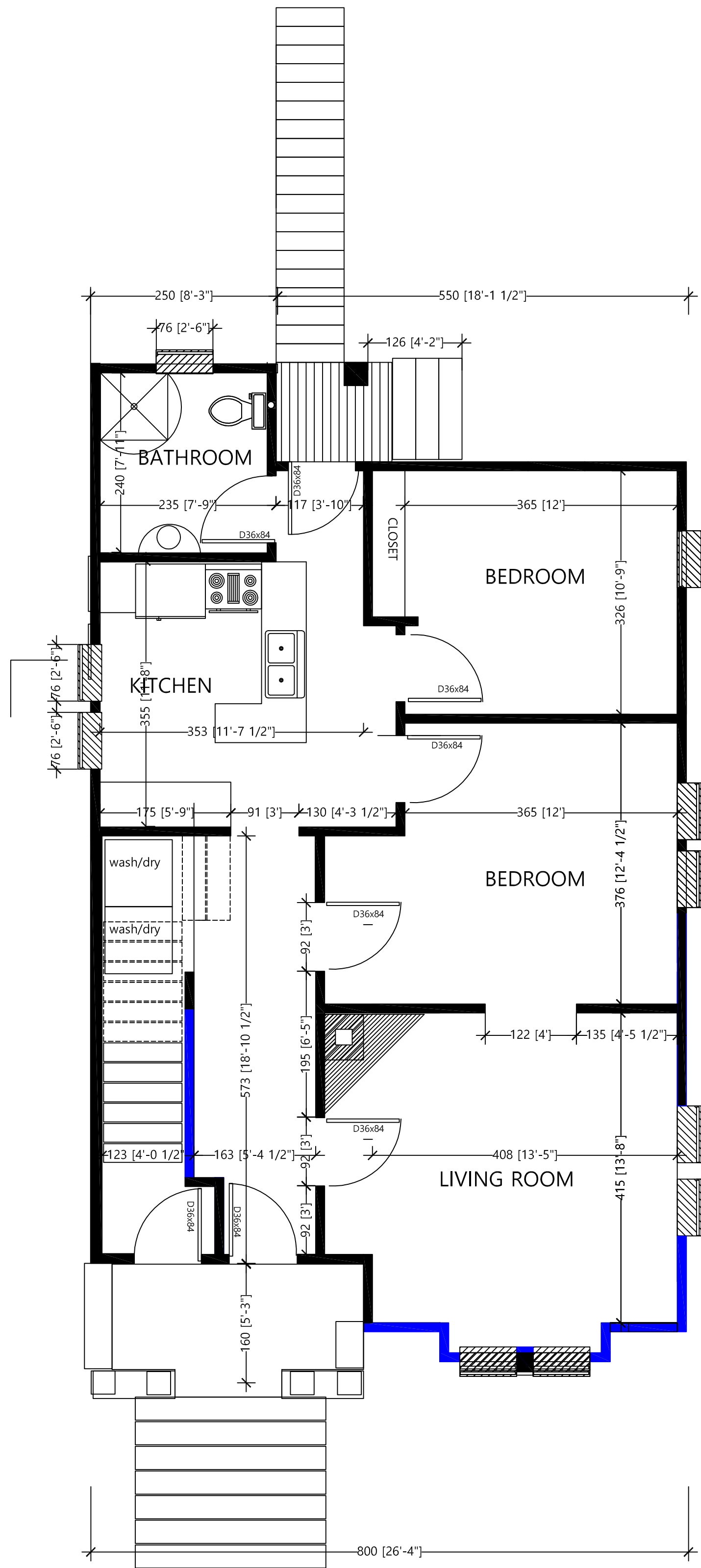
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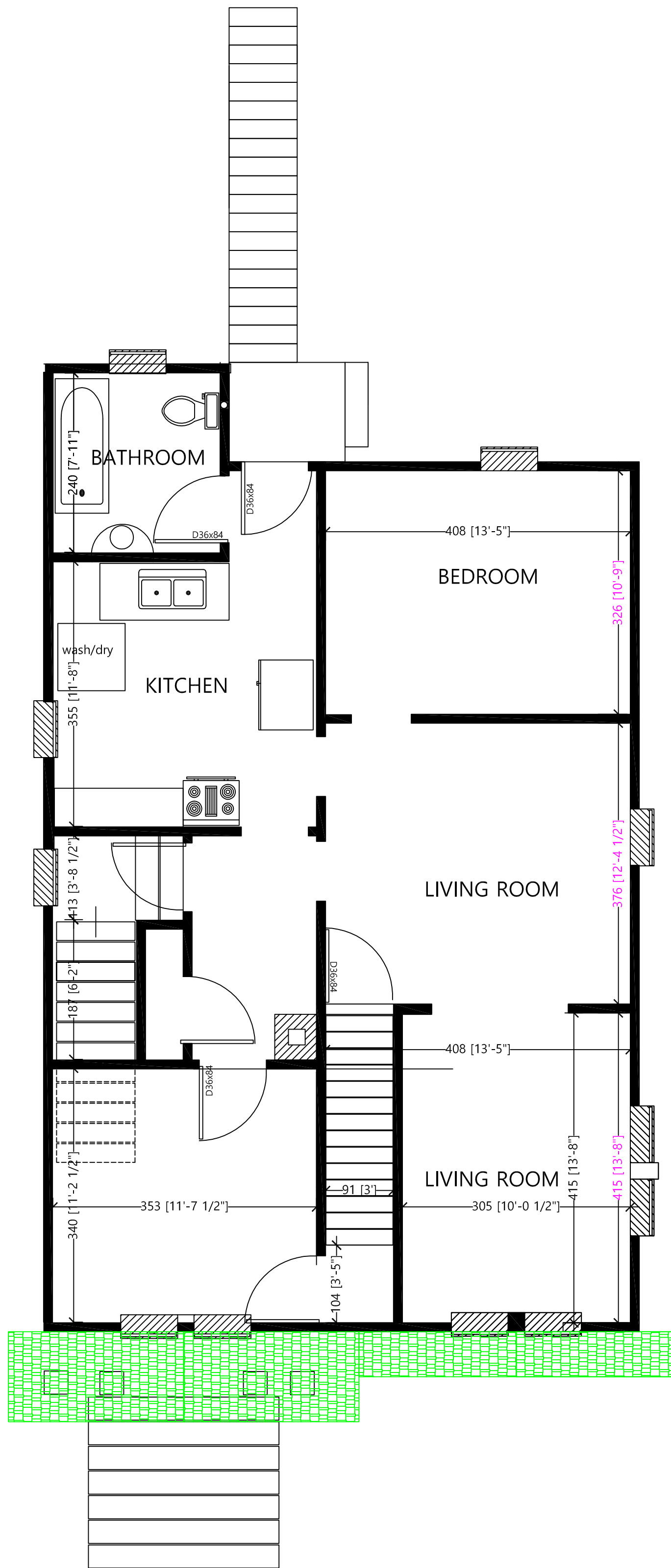
PR. DUPLEX FLOOR  
PLANS

A-102

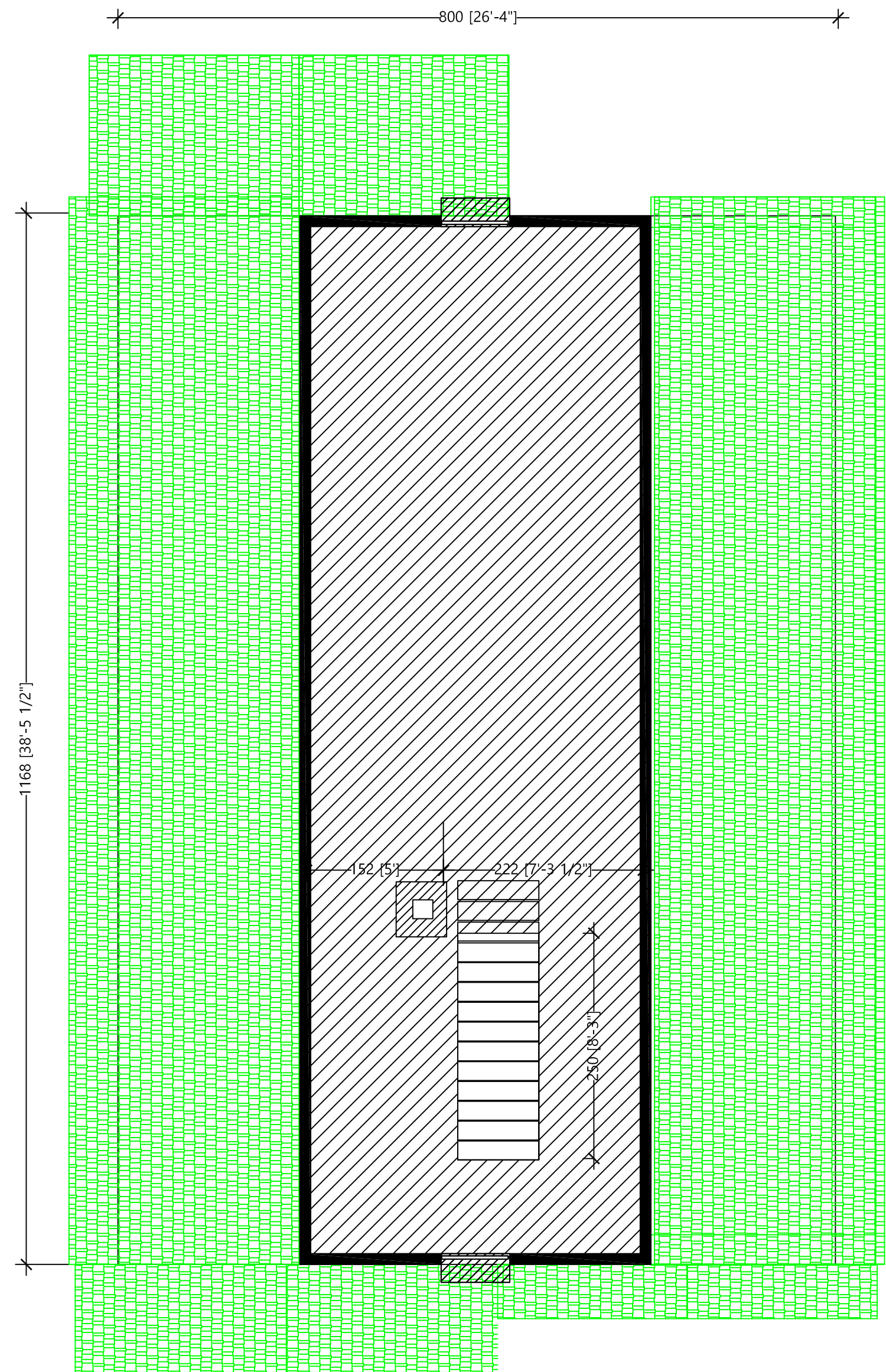
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FLOOR 1 PLAN



FLOOR 2 PLAN



ATTIC FL 3 PLAN





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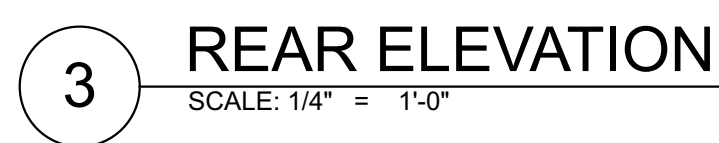
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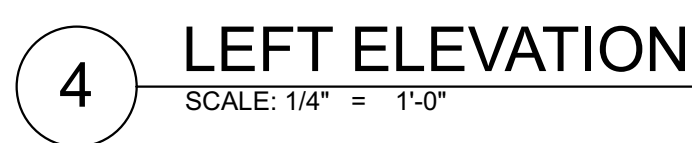
SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"

- 1 CEMENT BOARD LAP SIDING
- 2 FINISHED CONCRETE  
PARGE
- 3 COMB FACED SPRUCE  
PAINTED
- 4 ASPHALT ROOFING SHINGLES

GUTTERS	5" CONTINUOUS ALUMINUM (PREFINISHED)
SOFFIT	C/W 4"x3" ALUMINUM DOWNSPOUT (PREFINISHED)
FASCIA	1X4 T&G HEMLOCK (STAINED)
BELLY BAND	2X12 COMB FACED SPF (PAINTED)
WINDOW TRIM	2X10 COMB FACED SPF (PAINTED)
	2X4 COMB FACED SPF TOP/SIDES C/W 2X4 SLOPE SILL & 2X4 SUBSILL (PAINTED)
DOOR TRIM	2X4 COMB FACED SPF (PAINTED)
CORNER TRIM	1X3 COMB FACED SPF (PAINTED)

NOTE:  
WINDOW OPERATION SHALL BE AS PER OWNERS DIRECTION AND  
CONFORM TO BCBC EGRESS REQUIREMENTS. CONTRACTOR TO VERIFY  
ALL R.O. PRIOR TO ORDERING WDW'S  
FLASH OVER ALL MATERIAL TRANSITIONS, DOOR AND WINDOW HEADERS  
ALL COLOURS AS PER OWNER

ISSUED FOR  
REZONE

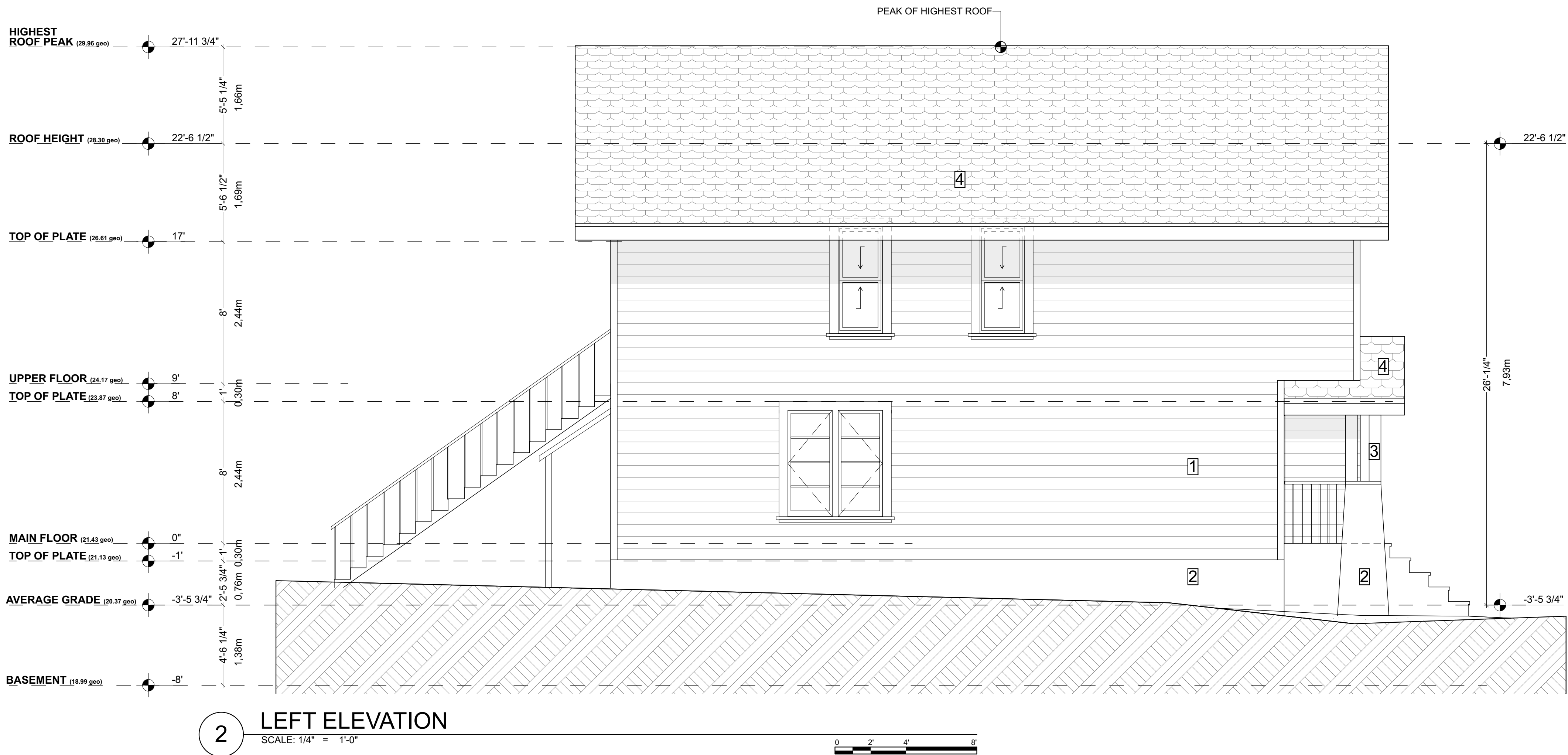
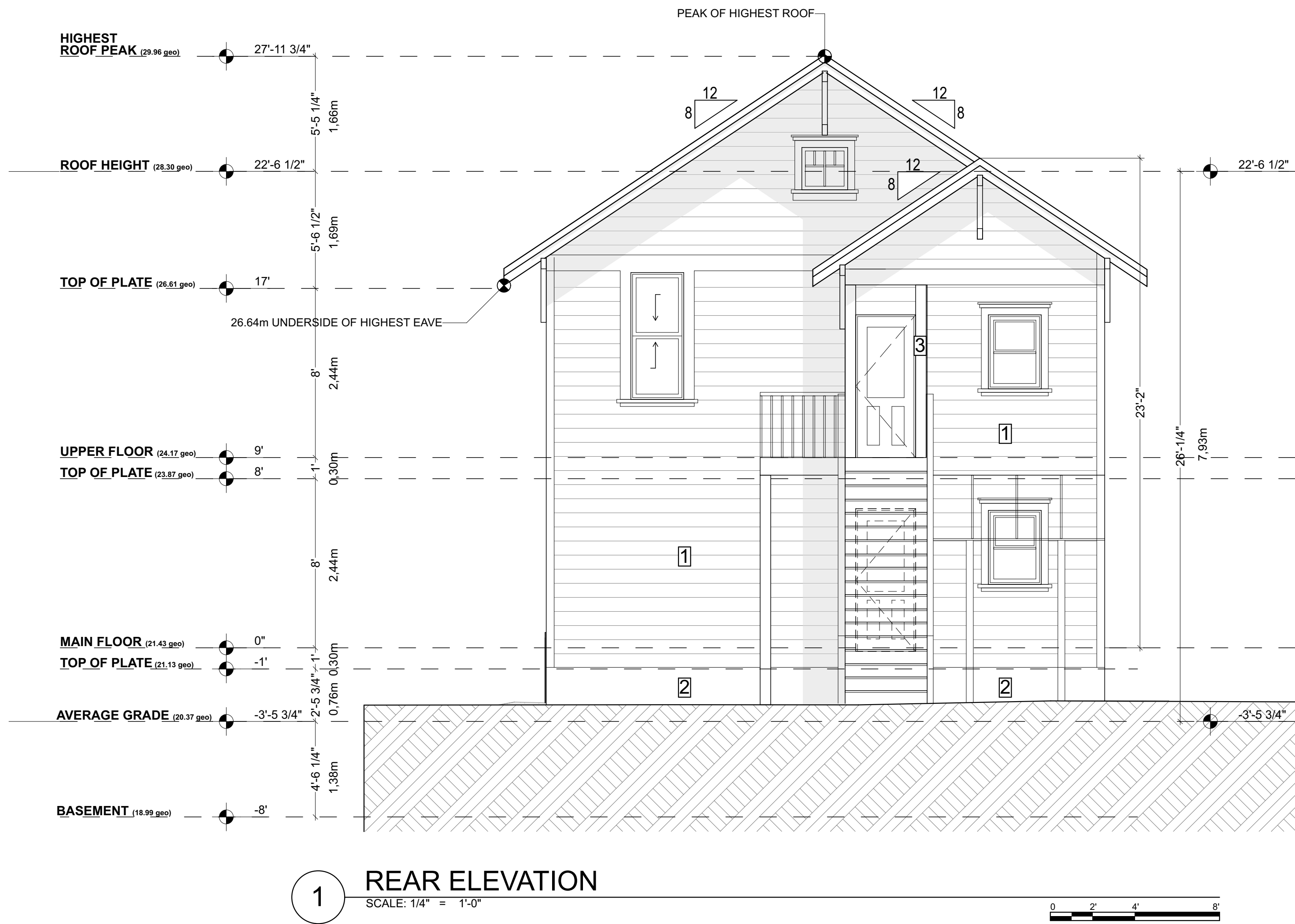
ISSUED:

PR. DUPLEX  
ELEVATIONS

# A-201

Printed: 2020-01-09

EXISTING HOUSE ELEVATIONS



EXTERIOR CLADDING LEGEND	
1	CEMENT BOARD LAP SIDING
2	FINISHED CONCRETE PARGED
3	COMB FACED SPRUCE PAINTED
4	ASPHALT ROOFING SHINGLES



1500 Shorncliffe Road Victoria BC Canada  
250.893.8127  
www.adaptdesign.ca

1029 QUEENS  
AVENUE  
VICTORIA, B.C.

Drawings and Specifications as instruments of service are and shall remain the property of Adapt Design. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Designer.

The General Contractor is responsible for confirming and correlating dimensions at the job site. The Designer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.

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ISSUED FOR  
REZONE

ISSUED:

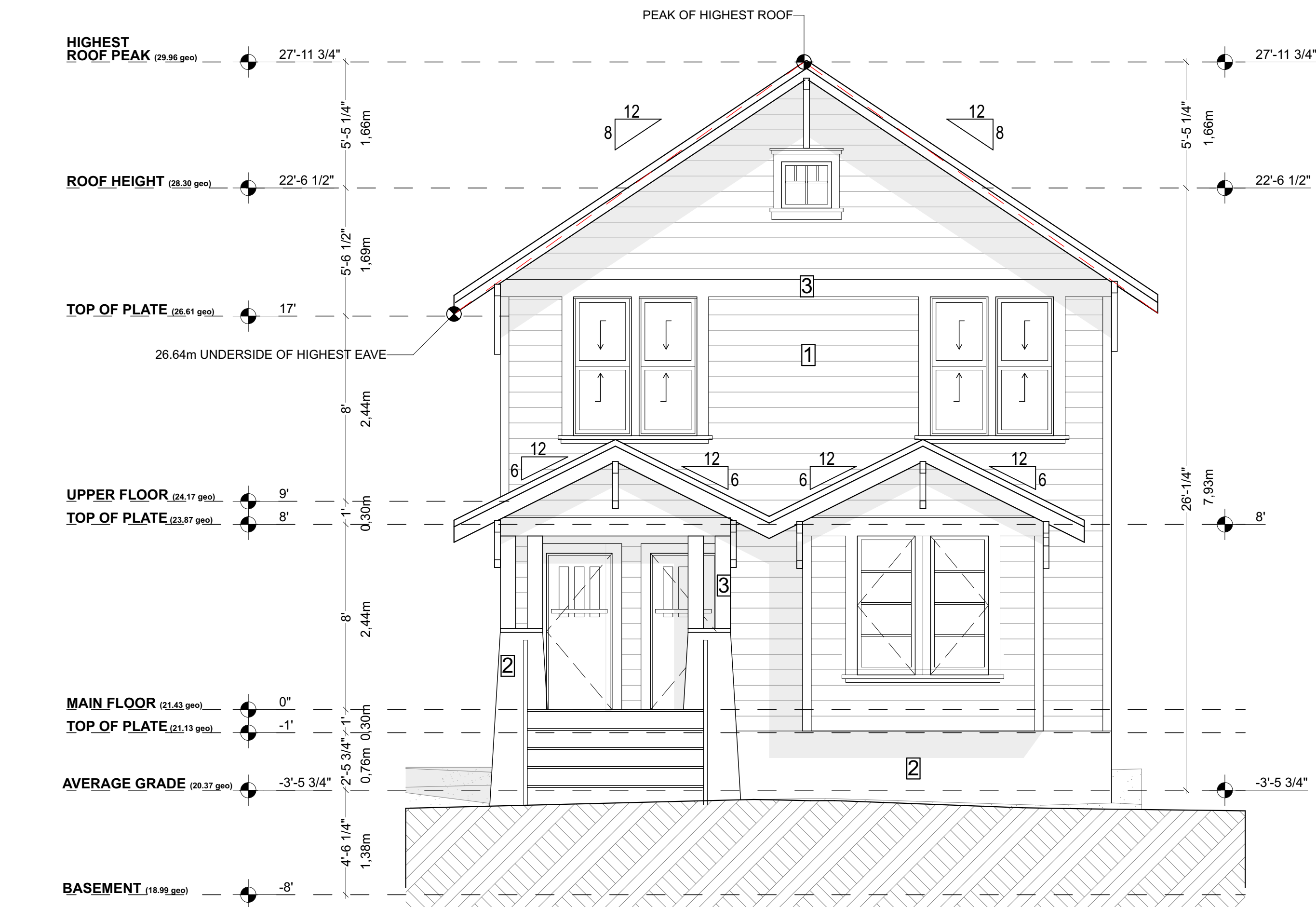
EXISTING ELEVATIONS

A-202

Printed: 2020-01-09



## EXISTING HOUSE ELEVATIONS

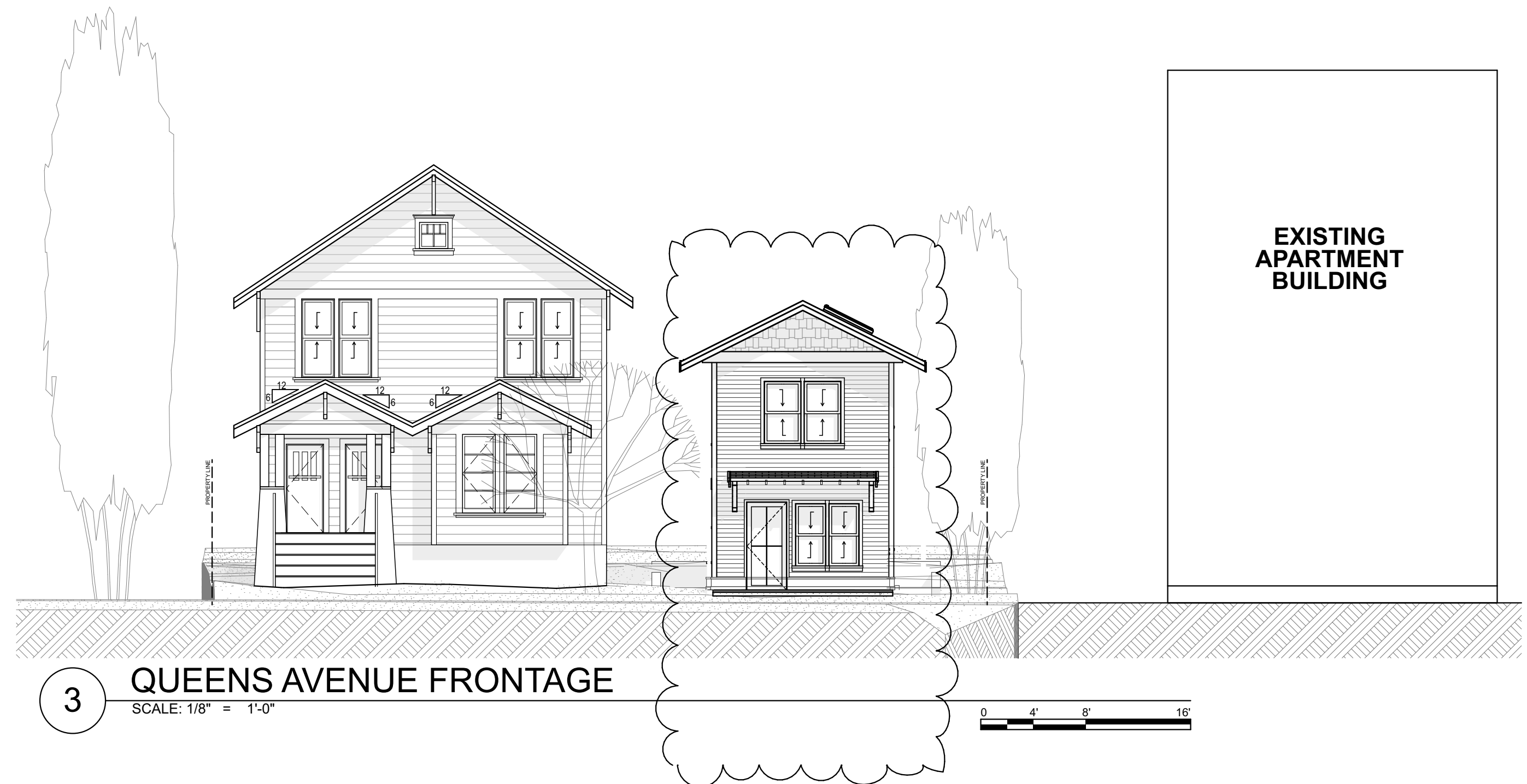


1 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



## 2 RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



3 QUEENS AVENUE FRONTAGE  
SCALE: 1/8" = 1'-0"

### EXTERIOR CLADDING LEGEND

- 1 CEMENT BOARD LAP SIDING
- 2 FINISHED CONCRETE  
PARGED
- 3 COMB FACED SPRUCE  
PAINTED
- 4 ASPHALT ROOFING SHINGLES

#### ADDITIONAL EXTERIOR FINISHINGS

GUTTERS	5" CONTINUOUS ALUMINUM (PREFINISHED) C/W 4"X3" ALUMINUM DOWNSPOUT (PREFINISHED)
SOFFIT	1X4 T&G HEMLOCK (STAINED)
FASCIA	2X12 COMB FACED SPF (PAINTED)
BELLY BAND	2X10 COMB FACED SPF (PAINTED)
WINDOW TRIM	2X4 COMB FACED SPF TOP/SIDES C/W 2X4 SLOPED SILL & 2X4 SUBSILL (PAINTED)
DOOR TRIM	2X4 COMB FACED SPF (PAINTED)
CORNER TRIM	1X3 COMB FACED SPF (PAINTED)

NOTE:  
WINDOW OPERATION SHALL BE AS PER OWNERS DIRECTION AND  
CONFORM TO BCBC EGRESS REQUIREMENTS. CONTRACTOR TO VERIFY  
ALL R.O. PRIOR TO ORDERING WDW'S  
FLASH OVER ALL MATERIAL TRANSITIONS, DOOR AND WINDOW HEADERS  
ALL COLOURS AS PER OWNER

**ADAPT**  
DESIGN

1500 Shorncliffe Road Victoria BC Canada  
250.893.8127  
[www.adaptdesign.ca](http://www.adaptdesign.ca)

**1029 QUEENS  
AVENUE  
VICTORIA, B.C.**

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ISSUED FOR  
REZONE

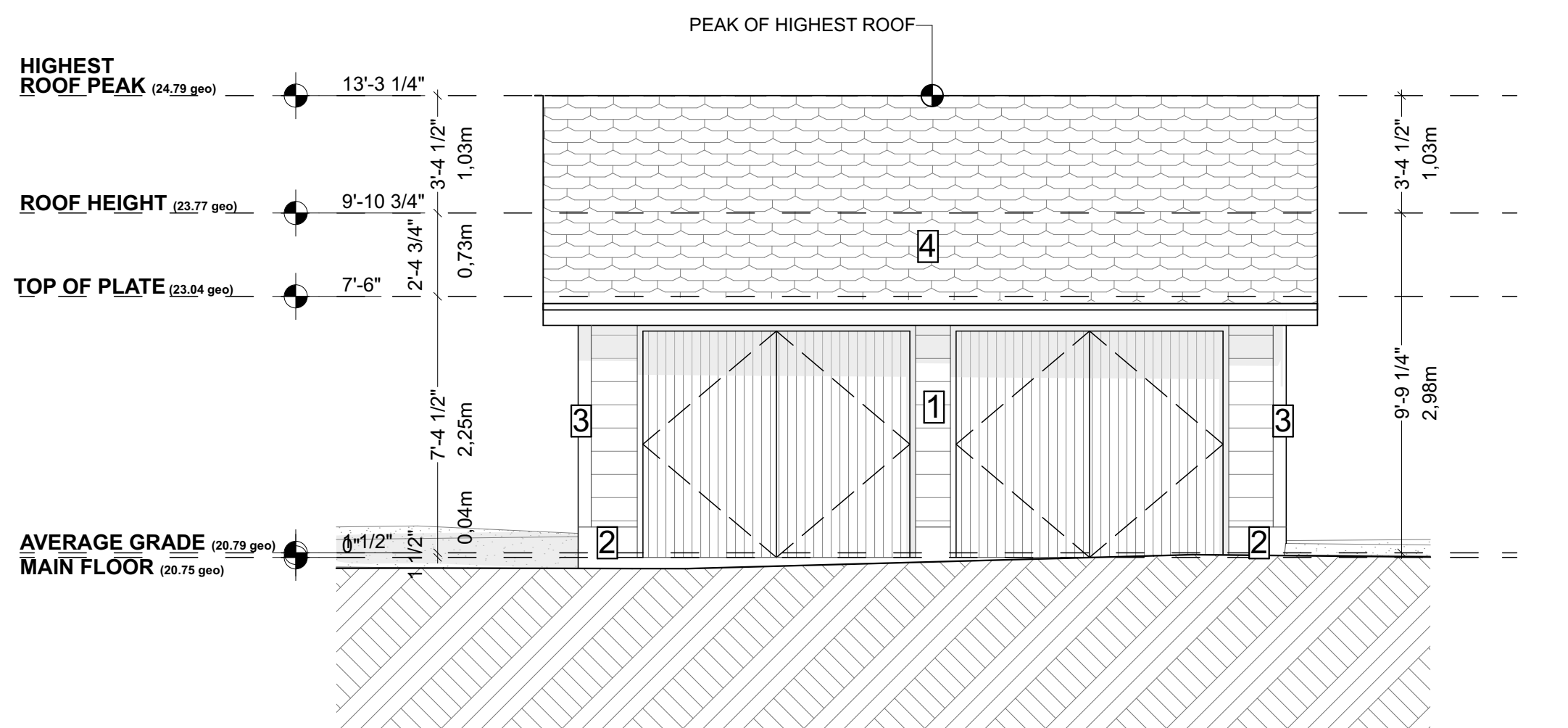
ISSUED:

## EXISTING ELEVATIONS

**A-203**

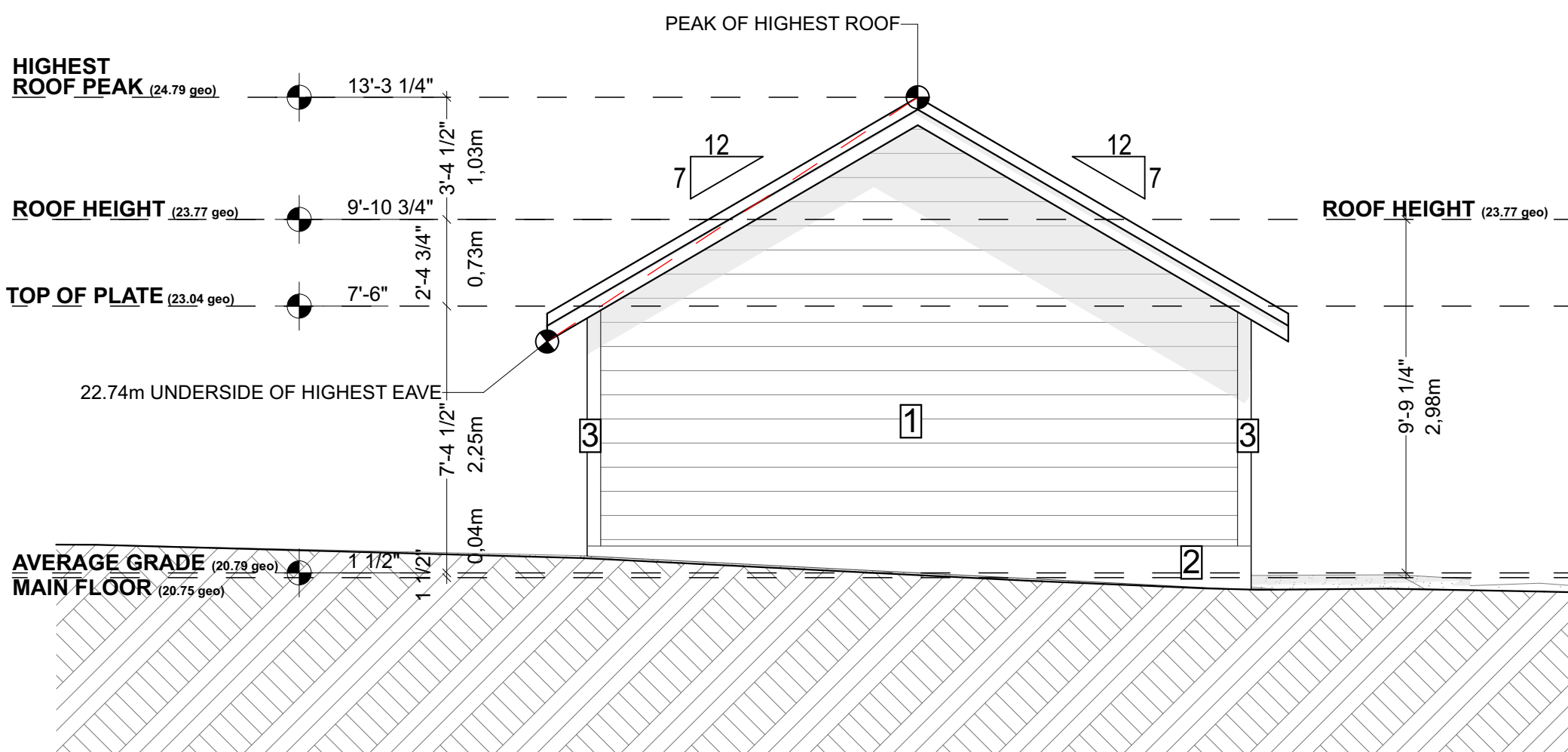
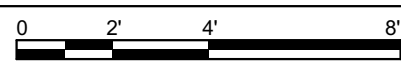
Printed: 2020-01-09

EXISTING WORKSHOP/STORAGE ELEVATIONS



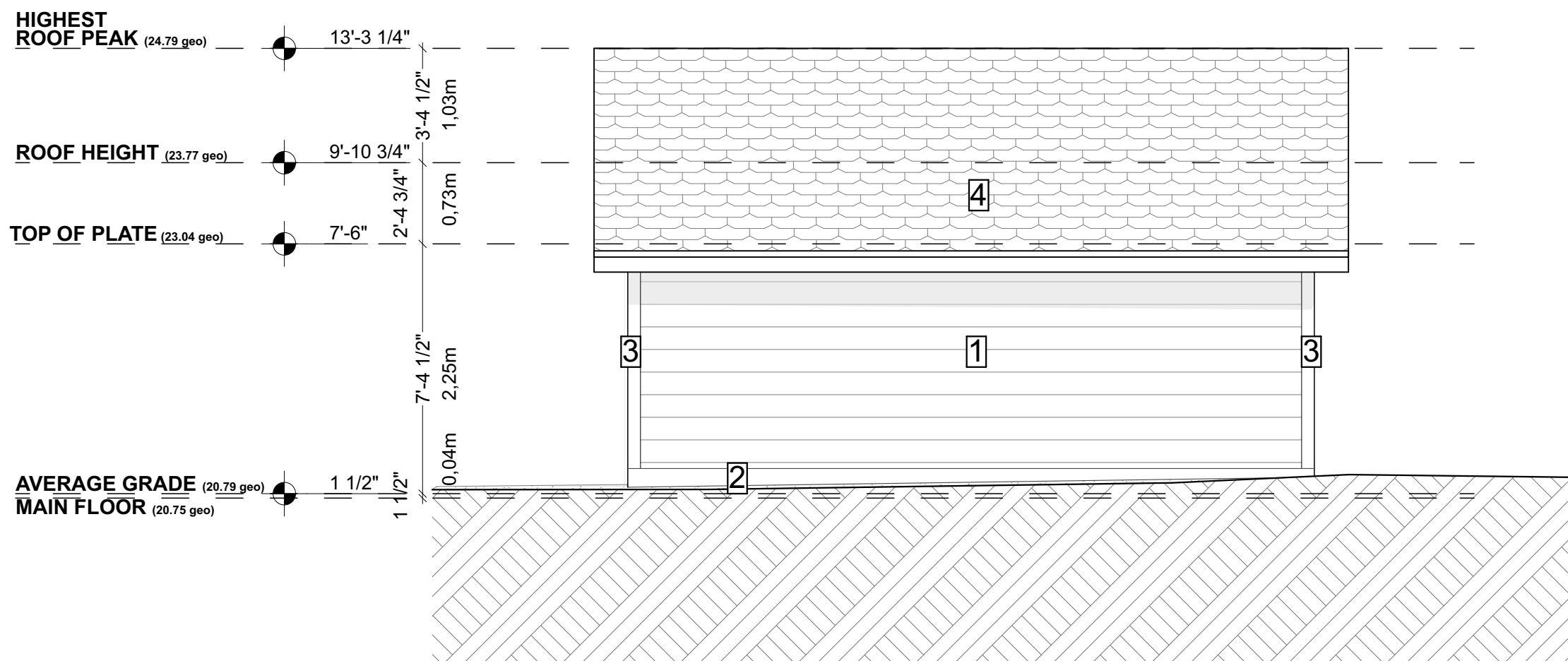
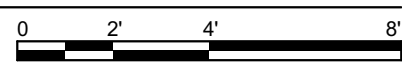
1 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



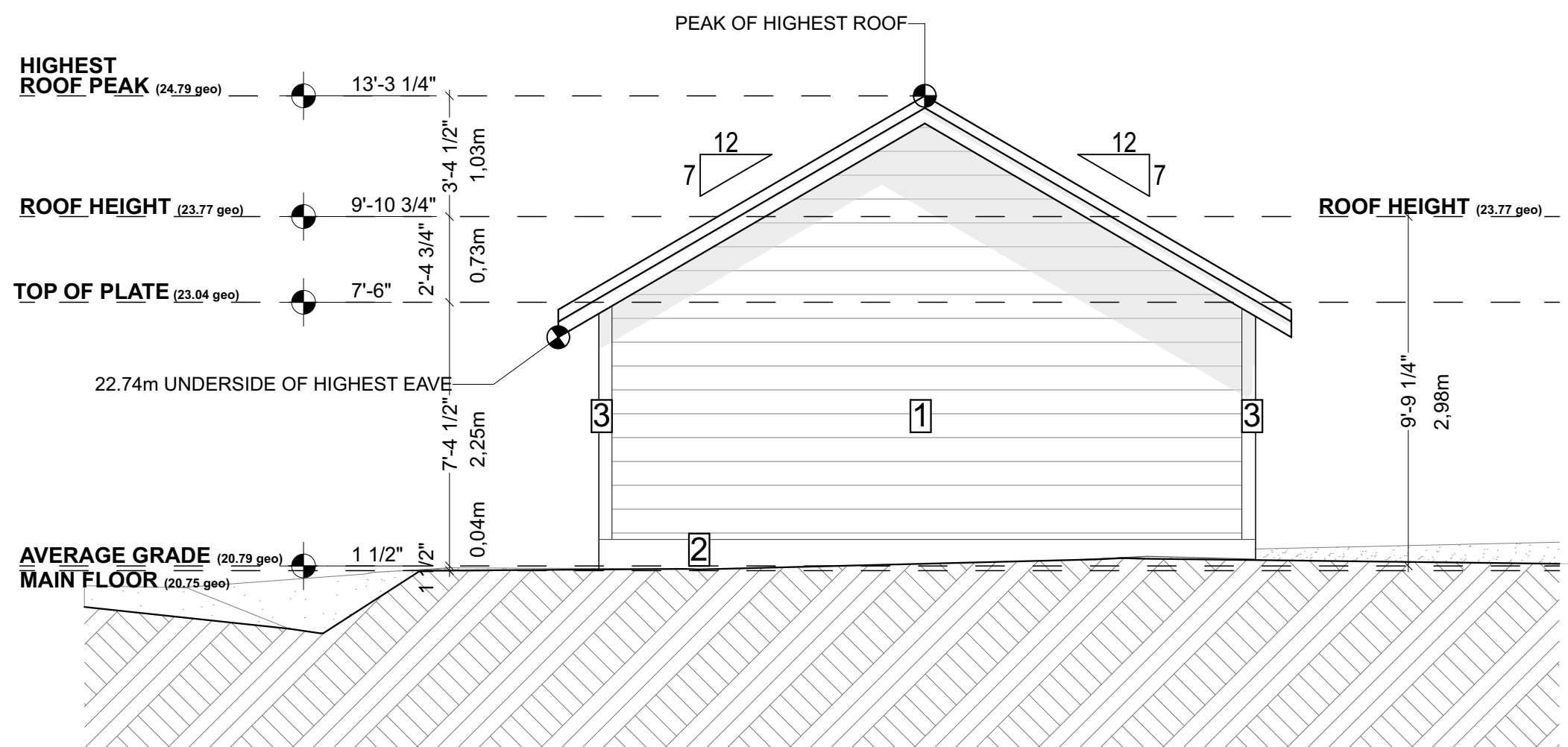
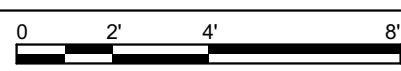
2 LEFT ELEVATION

SCALE: 1/4" = 1'-0"



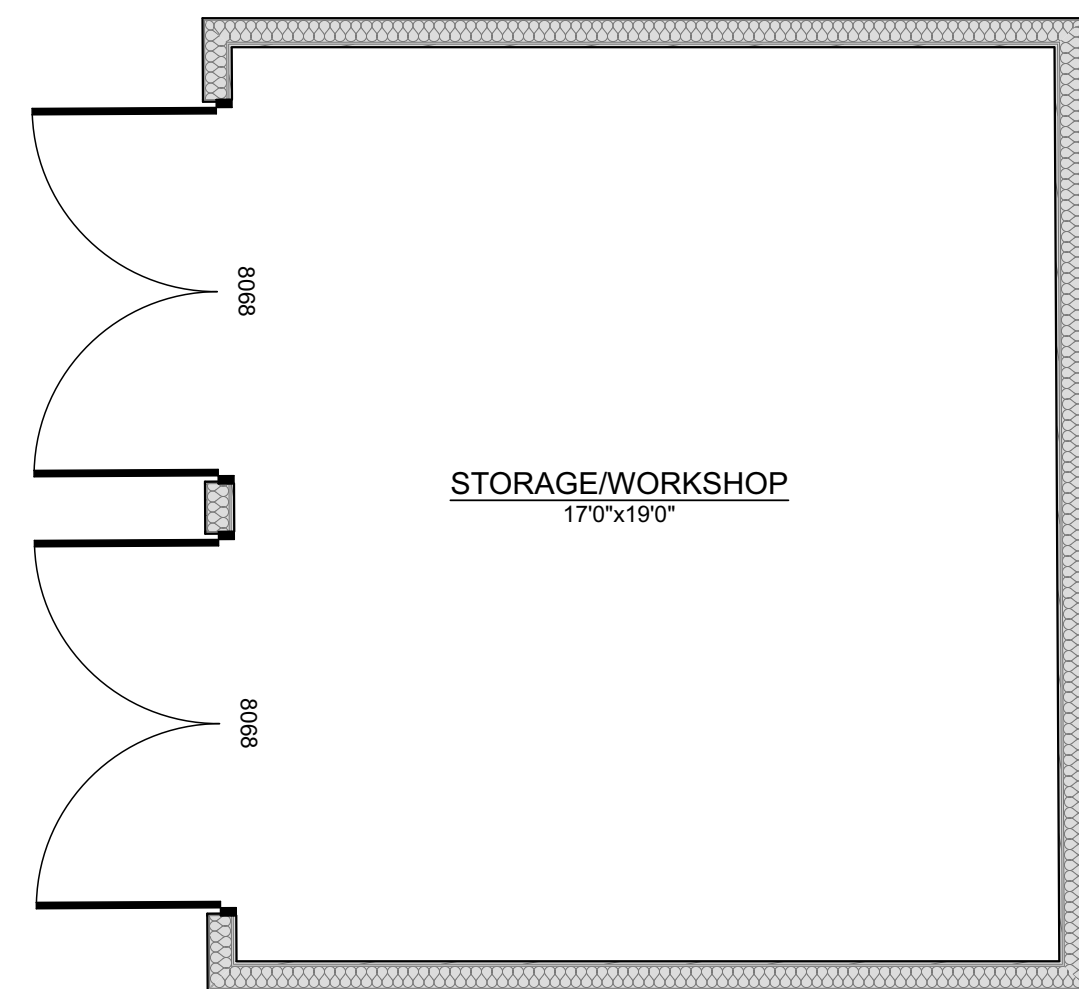
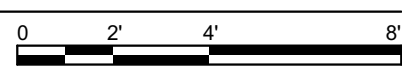
3 REAR ELEVATION

SCALE: 1/4" = 1'-0"



4 RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



FLOOR AREA  
328 sq ft

EXISTING WORKSHOP FLOOR PLAN

SCALE: 1/4" = 1'-0"



EXTERIOR CLADDING LEGEND

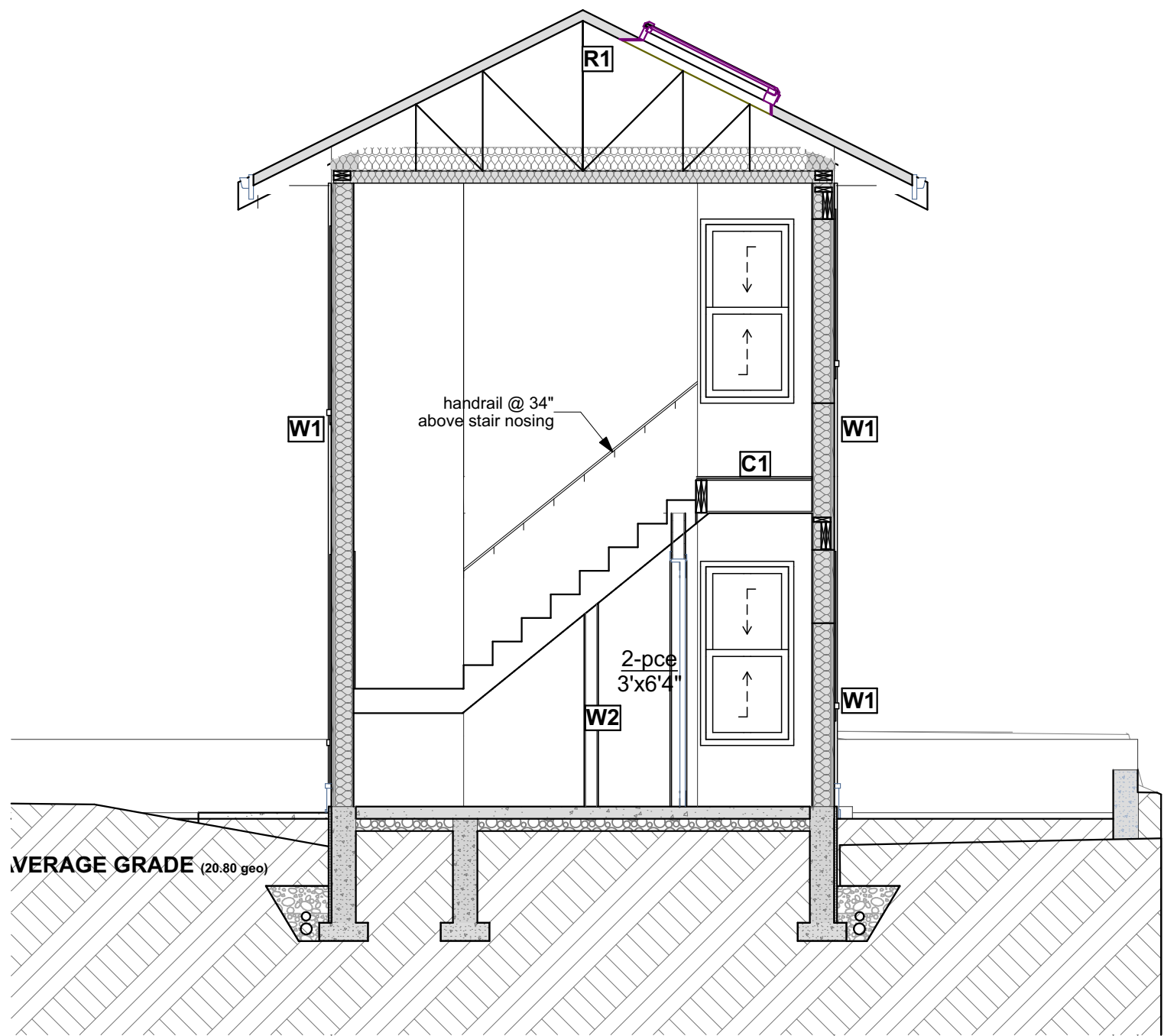
- 1 CEMENT BOARD LAP SIDING
- 2 FINISHED CONCRETE PARGED
- 3 COMB FACED SPRUCE PAINTED
- 4 ASPHALT ROOFING SHINGLES

ADDITIONAL EXTERIOR FINISHINGS

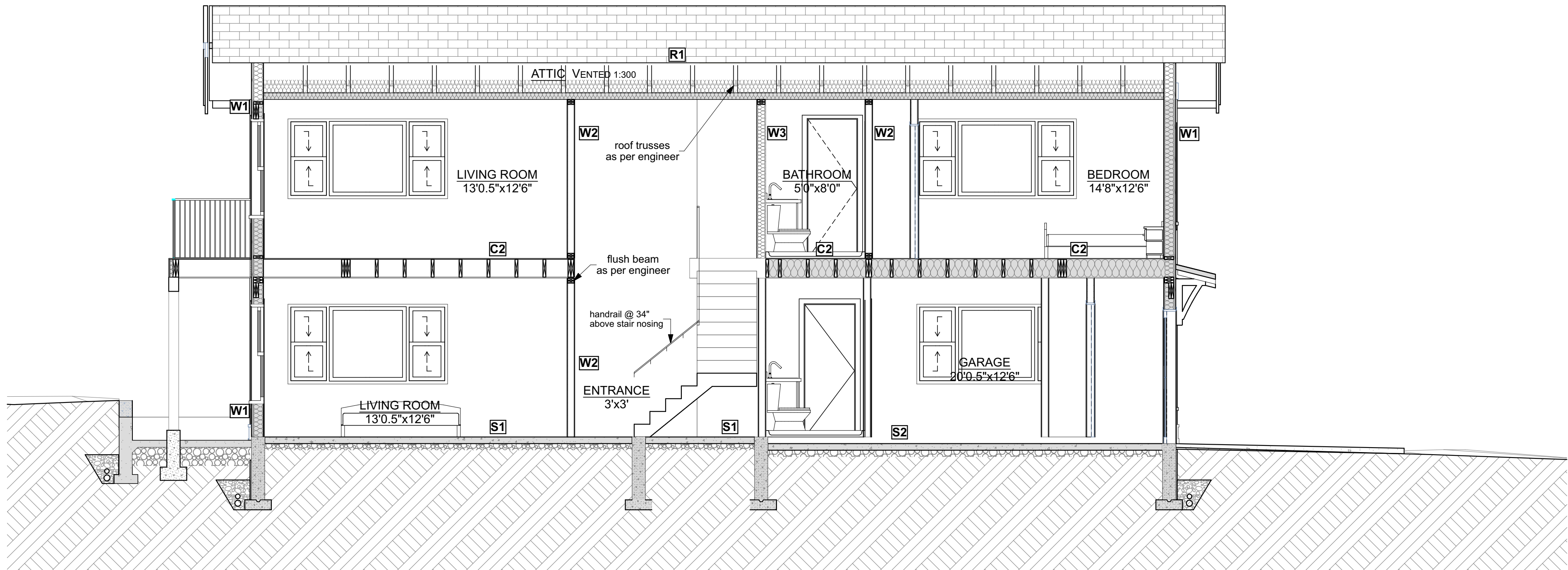
GUTTERS 5" CONTINUOUS ALUMINUM (PREFINISHED)  
CIV 1/2" ALUMINUM DOWNSPOUT (PREFINISHED)  
SOFFIT 1X4 TAG HEMLOCK (STAINED)  
FASCIA 2X12 COMB FACED SPF (PAINTED)  
BELLY BAND 2X10 COMB FACED SPF (PAINTED)  
WINDOW TRIM 2X4 COMB FACED SPF (PAINTED)  
DOOR TRIM 2X4 COMB FACED SPF (PAINTED)  
CORNER TRIM 1X3 COMB FACED SPF (PAINTED)

NOTE:  
WINDOW OPERATION SHALL BE AS PER OWNERS DIRECTION AND CONFORM TO BCBC EGRESS REQUIREMENTS. CONTRACTOR TO VERIFY ALL R.O. PRIOR TO ORDERING WOVES  
FLASH OVER ALL MATERIAL TRANSITIONS, DOOR AND WINDOW HEADERS  
ALL COLOURS AS PER OWNER





1 CROSS SECTION 01  
SCALE: 1/4" = 1'-0"



2 CROSS SECTION 02  
SCALE: 1/4" = 1'-0"

## SECTION LEGEND

### CEILING TYPES

#### C1 - INTERIOR FLOOR

FINISHED FLOORING  
1/2" T&G PLYWOOD  
FLOOR JOISTS AS PER ENGINEER  
CROSS BRIDGING  
5/8" GYPSUM BOARD PAINTED

#### C2 - CEILING 1 HR FRR

FINISHED FLOORING  
1/2" T&G PLYWOOD  
FLOOR JOISTS AS PER ENGINEER  
CROSS BRIDGING  
R28 BATT INSULATION  
2 LAYERS 5/8" TYPE X GYPSUM BOARD PAINTED

### ROOF TYPES

#### R1 - TRUSS ROOF

LAMINATED FIBERGLASS SHINGLES  
ROOFING FELT  
ROOF VENTS 1/300  
1/2" ROOF SHEATHING  
ENGINEERED TRUSSES @ 24" O.C. AS PER SUPPLIER  
R40 BATT INSULATION  
6 MIL. POLY (AB/VB)  
1/2" GYPSUM BOARD PAINTED  
ROOF VENTED 1:300

### SLAB TYPES

#### S1 - GROUND SLAB

1/2" FINISHED FLOORING  
4" THICK CONCRETE SLAB (AB)  
1.0mm (10mil) POLY  
2" 1/2" STYROFOAM INSULATION  
6" CRUSHED STONE  
BACKFILL  
UNDISTURBED SOIL

#### S2 - GARAGE SLAB

4" THICK CONCRETE SLAB 32 MPa  
6 MIL. POLY  
COMPACTED 3/4" MINUS  
UNDISTURBED SOIL

### WALL TYPES

#### W1 - EXTERIOR WALL

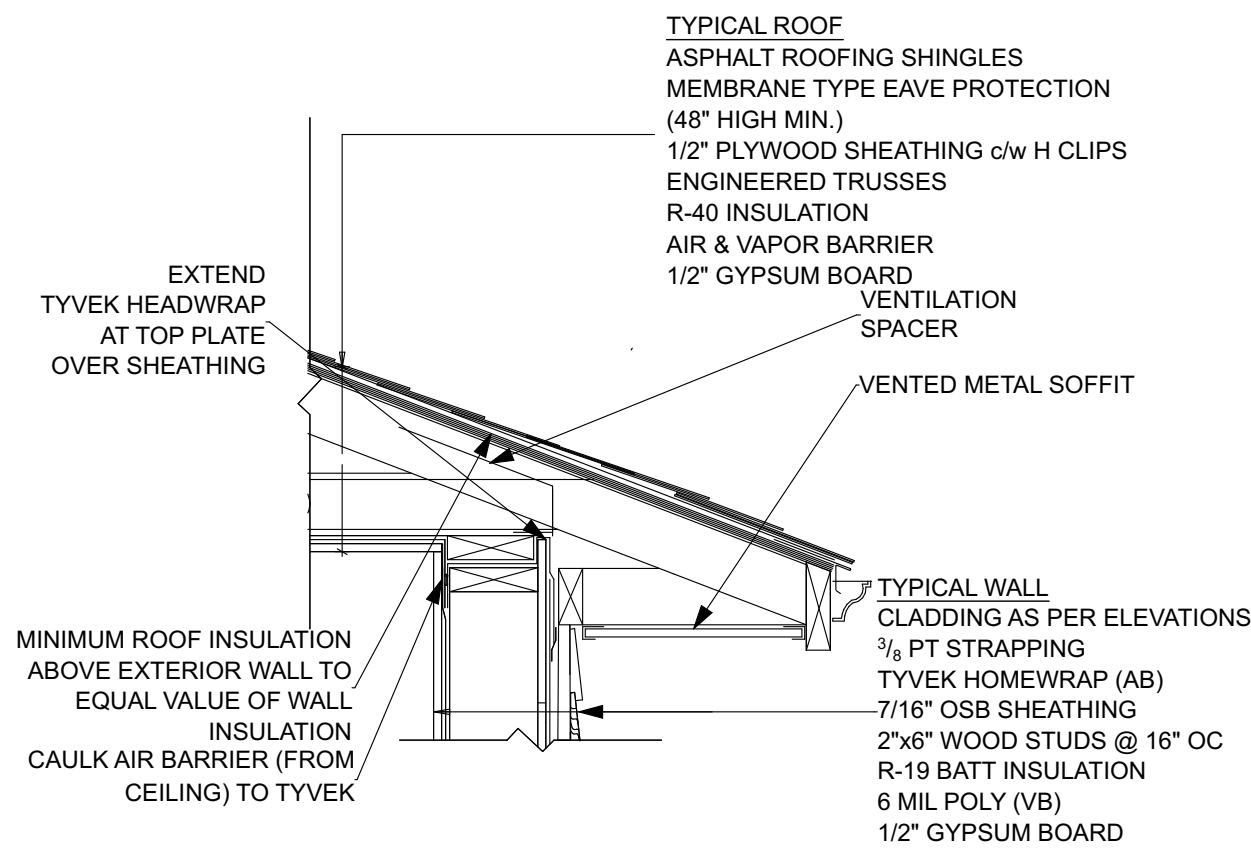
CLADDING AS PER ELEVATIONS  
VERTICAL 3/8" x 2 1/2" P.T. WOOD STRAPPING  
2 LAYERS 30 MIN. BUILDING PAPER  
1/2" PLYWOOD W/ 2mm GAP ALL AROUND  
2"x6" NOMINAL WOOD STUDS @ 16" O.C.  
R-20 FIBERGLASS BATT INSULATION  
6 MIL. POLY (AB/VB)  
1/2" GYPSUM BOARD PAINTED

#### W2 - INTERIOR WALL

1/2" GYPSUM BOARD PAINTED  
2X4 STUDS @ 16" OC  
R12 BATT INSULATION (OPTIONAL)  
1/2" GYPSUM BOARD PAINTED

#### W3 - DEMISING WALL 1 HR FRR

5/8" TYPE X GYPSUM BOARD PAINTED  
2X4 STUDS @ 16" OC  
R12 BATT INSULATION  
5/8" TYPE X GYPSUM BOARD PAINTED



NO. 21-051

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the *Zoning Regulation Bylaw* by creating the R2-60 Zone, Two Family Dwelling (Queens) District, and to rezone land known as 1029 Queens Avenue from the R2-Zone, Two Family Dwelling District to the R2-60 Zone, Two Family Dwelling (Queens) District.

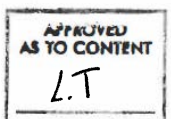
The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the "ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1230)".
- 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:  
  
"2.155 R2-60 Two Family Dwelling (Queens) District"
- 3 The *Zoning Regulation Bylaw* is amended by adding to Schedule B after Part 2.154 the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 1029 Queens Avenue, legally described as PID 009-314-911, Lot 17, Block 6, Section 3, Victoria District, Plan 62, and shown hatched on the attached map, is removed from the R-2 Zone, Two Family Dwelling District, and placed in the R2-60 Zone, Two Family Dwelling (Queens) District.

READ A FIRST TIME the	day of	2021
READ A SECOND TIME the	day of	2021
Public hearing held on the	day of	2021
READ A THIRD TIME the	day of	2021
ADOPTED on the	day of	2021

CITY CLERK

MAYOR





**PART 2.155 – R2-60 ZONE, TWO FAMILY DWELLING (QUEENS) DISTRICT****2.155.1 Permitted Uses in this Zone**

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

- a. Single family dwelling subject to the regulations contained in Part 1.2
- b. Two family dwelling subject to the regulations contained in this Part
- c. Home occupation subject to the regulations in Schedule “D”
- d. Accessory buildings subject to the regulations in Schedule “F”

**2.155.2 Number of Buildings, Building Separation Distance**

- a. Notwithstanding Section 19 of General Regulations, 2 two family dwellings are permitted on a lot subject to the regulations in this Part.
- b. Separation distance between buildings (minimum) 2.5m

**2.155.3 Lot Area, Lot Width**

- a. Lot area (minimum) 670m<sup>2</sup>
- b. Lot width (minimum) 15m

**2.155.4 Floor Area, Floor Space Ratio**

- a. Floor area per dwelling unit (minimum) 46m<sup>2</sup>
- b. Floor area of all floor levels combined, excluding basement level (maximum) 340m<sup>2</sup>
- c. Floor space ratio, including accessory buildings (maximum) 0.6:1

**2.155.5 Height, Storeys and Roof Deck for Buildings constructed after 2020**

- a. Building height (maximum) 6.5m
- b. Storeys (maximum) 2 storeys
- c. Roof deck Not permitted

**PART 2.155 – R2-60 ZONE, TWO FAMILY DWELLING (QUEENS) DISTRICT****2.155.6 Setbacks, Projections for Building constructed after 2020**

- |  |      |
|--|------|
| a. <u>Front yard setback</u> (minimum)                         | 7.5m |
| Except for the following maximum projections into the setback: |      |
| • steps and <u>porch</u>                                       | 3.5m |
| b. <u>Rear yard setback</u> (minimum)                          | 14m  |
| c. <u>Side yard setback</u> (west) (minimum)                   | 3m   |
| d. <u>Side yard setback</u> (east) (minimum)                   | 1.5m |
| e. Combined <u>side yard setbacks</u> (maximum)                | 4.5m |

**2.155.7 Height, Storeys, Roof Deck, Setbacks, and Projections for Buildings constructed prior to 1925**

- |  |               |
|--|---------------|
| a. <u>Building height</u> (maximum)                            | 7.95m         |
| b. <u>Storeys</u> (maximum)                                    | 2 ½ storeys   |
| c. <u>Roof Deck</u>  | Not permitted |
| d. <u>Front yard setback</u> (minimum)                         | 6.55m         |
| Except for the following maximum projections into the setback: |               |
| • steps and <u>porch</u>                                       | 2m            |
| e. <u>Rear yard setback</u> (minimum)                          | 10.5m         |
| f. <u>Side yard setback</u> (west) (minimum)                   | 9m            |
| g. <u>Side yard setback</u> (east) (minimum)                   | 1.05m         |

**2.155.8 Site Coverage, Open Site Space**

- |                                     |  |
|-------------------------------------|--|
| a. <u>Site Coverage</u> (maximum)   | 30%                                      |
| b. <u>Open site space</u> (minimum) | 60% of the <u>area</u> of the <u>lot</u> |



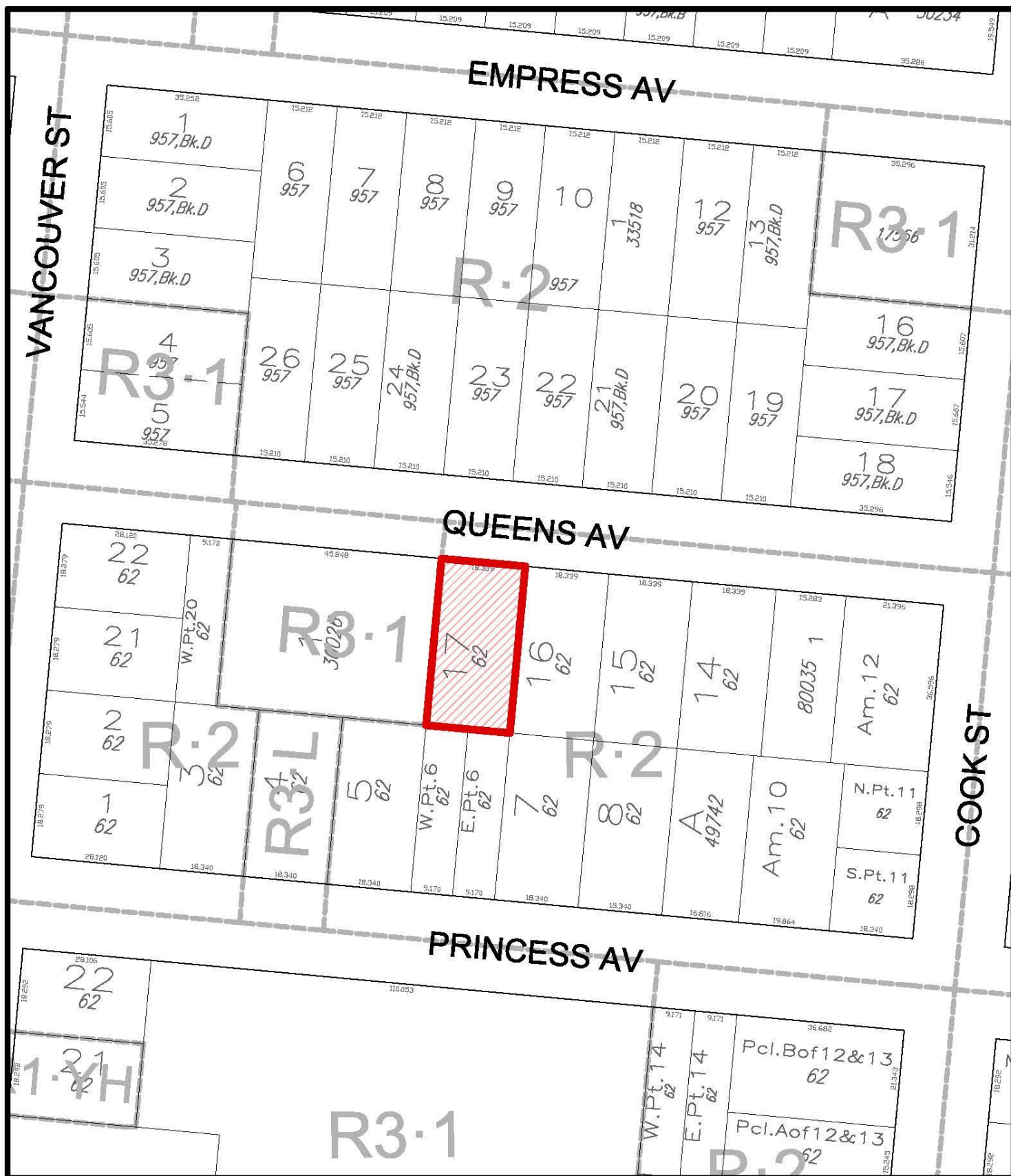
**PART 2.155 – R2-60 ZONE, TWO FAMILY DWELLING (QUEENS) DISTRICT**

**2.155.9 Vehicle and Bicycle Parking**

- |                              |  |
|------------------------------|--|
| a. Vehicle parking (minimum) | Subject to the regulations in Schedule “C” |
| b. Bicycle parking (minimum) | Subject to the regulations in Schedule “C” |

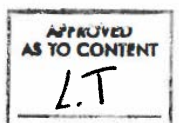
**2.155.10 Outdoor Features**

- a. The setbacks set out in Section 2.155.6 apply to outdoor features as though they are buildings.
- b. Outdoor features may not exceed a height of 3.5m from natural grade or finished grade, whichever is lower.



1029 Queens Avenue  
Rezoning No.00693







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

BETWEEN:

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

AND:

**EDWARD JOEL FARKAS**  
15 Dresden Road  
Toronto, ON M3H 1W8  
  
(the "Owner")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 1029 Queens Avenue, Victoria, B.C. legally described as:  
  
**PID:** 009-314-911  
**Legal description:** Lot 17, Block 6, Section 3, Victoria District, Plan 62  
  
(the "Lands").
- D. The Owner has applied to the City to rezone the Lands to permit the retention of an existing two family dwelling and the construction of a new two family dwelling all on the Lands in accordance with this Agreement.
- E. 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 below market rental housing, and subject to the terms of this Agreement, all of the Dwelling Units within the Development 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 the premises and covenants contained in this agreement (the "Agreement"), the parties agree each with the other as follows:

{00054893;2}

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

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

**"CPI"** means the All-items Consumer Price Index for Victoria, B.C. published from time to time by Statistics Canada, or its successor in function.

**"CPI Increase"** means the CPI for January in the calendar year of the proposed rent increase divided by the CPI for January of the immediately preceding calendar year.

**"Development"** means the Existing Building, which contains 2 residential units, and the Proposed Building, which will contain 2 residential units, and related facilities on the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the 4 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "Dwelling Unit" means any of such residential dwelling units located on the Lands;

**"Existing Building"** means the existing two family building on the eastern side of the Lands;

**"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;

**"Median Gross Annual Household Income"** means the median gross annual household income for renters in the City of Victoria, as reported in Statistics Canada's most recent Census data, and in the event that Statistics Canada no longer reports median gross annual household income for renters in the City, the median total income of households in the City of Victoria as reported in Statistics Canada's most recent Census data will be used instead;

**"Median Household Income Limit"** means the maximum annual collective household income for the Dwelling Unit, as determined by making the following calculations and rounding the result to the nearest ten:

- (a) for one-bedroom Dwelling Units, Median Gross Annual Household Income x 0.9510, which, for reference purposes only, equated to \$42,000 in 2015,
- (b) for two-bedroom Dwelling Units, Median Gross Annual Household Income x 1.1774, which, for reference purposes only, equated to \$52,000 in 2015, and
- (c) for three-bedroom Dwelling Units, Median Gross Annual Household Income x 1.5850, which, for reference purposes only, equated to \$70,000 in 2015;

**"Median Income Unit"** means a Dwelling Unit that is designated as a Median Income Unit in accordance with Article 4.0 of this Agreement;

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



**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 10.3;

**"Proposed Building"** means the proposed two family building on the western side of the Lands;

**"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;

**"RTA"** means the *Residential Tenancy Act*, S.B.C. 2002, c.78, as amended or replaced, from time to time; and

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

## **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.

**2.2** Notwithstanding sections 2.1 and 4.1, one of the Dwelling Units may be occupied by the Owner or a Related Person.

## **3.0 NO RESTRICTIONS ON RENTALS**

**3.1** The Owner covenants and agrees, in perpetuity, to refrain from taking any steps, entering into any agreements, or imposing 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 3.1, 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 Rental Unit to a Non-owner under the terms of a Tenancy Agreement.

#### **4.0 MEDIAN INCOME HOUSING**

##### **4.1 The Owner covenants and agrees that:**

- (a) each Dwelling Unit on the Lands shall be designated as a Median Income Unit in perpetuity and shall only be occupied and used as a Median Income Unit;
- (b) each one-bedroom Dwelling Unit shall only be occupied by one or more tenants with a combined annual income that is equal to or less than the Median Household Income Limit for one-bedroom Dwelling Units, and the monthly rent payable shall be no more than 30% of the combined annual income of the tenant(s) divided by 12, subject to Article 5.0;
- (c) each two-bedroom Dwelling Unit shall only be occupied by one or more tenants with a combined annual income that is equal to or less than the Median Household Income Limit for two-bedroom Dwelling Units, and the monthly rent payable shall be no more than 30% of the combined annual income of the tenant(s) divided by 12, subject to Article 5.0; and
- (d) each three-bedroom Dwelling Unit shall only be occupied by one or more tenants with a combined annual income that is equal to or less than the Median Household Income Limit for three-bedroom Dwelling Units, and the monthly rent payable shall be no more than 30% of the combined annual income of the tenant(s) divided by 12, subject to Article 5.0.

#### **5.0 RENT ADJUSTMENTS**

- 5.1** During the term of a tenancy, the rent payable by the tenant(s) of any Dwelling Unit may be increased only by the amount permitted under the RTA and any other applicable legislation.
- 5.2** Notwithstanding the RTA, in no case shall the rent for a Dwelling Unit in any calendar year exceed the rent for the preceding calendar year multiplied by the CPI Increase.

#### **6.0 REPORTING**

- 6.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, within thirty (30) days of the Director's written request, a report in writing confirming the following:
  - (a) all Dwelling Units are being rented to Non-owners, or that 3 Dwelling Units are being rented to Non-owners and 1 unit is Owner occupied;
  - (b) all Dwelling Units are being rented as Median Income Units, or that 3 Dwelling Units are being rented as Median Income Units and 1 unit is Owner occupied;
  - (c) all Dwelling Units are being rented in accordance with this Agreement; and
  - (d) such other information as may be requested by the Director from time to time.
- 6.2** 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.



- 6.3** 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.

**7.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 7.1** 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.

**8.0 LIABILITY**

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

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

**9.0 GENERAL PROVISIONS**

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

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

in the case of the City, addressed to:

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

Attention: Director of Sustainable Planning and  
Community Development  
Fax: 250-361-0386  
Email: [CommunityPlanning@victoria.ca](mailto:CommunityPlanning@victoria.ca)

and in the case of the Owner, addressed to:

1-1033 Queens Avenue  
Victoria, BC V8T1M7

Attention: Edward Farkas, by his authorized attorney, Jenny Farkas  
Email: [jfarkas@telus.net](mailto:jfarkas@telus.net)

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

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

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

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

**9.3 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.

**9.4 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.

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

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

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

**9.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public

interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement

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



**9.18 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 signatory: )

\_\_\_\_\_)  
 Karen Hoese, Director of Sustainable Planning  
 and Community Development )

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

**EDWARD JOEL FARKAS, by his Attorney, )**  
*Jennifer Dora Farkas, see CA 8752246.* )

 \_\_\_\_\_ )

Date signed: Feb 9/21 \_\_\_\_\_ )