

**HOUSING AGREEMENT (1230 GRANT STREET,
1209, 1218, 1219, 1220 and 1226 NORTH PARK STREET, 1219 VINING STREET,
1235 CALEDONIA AVENUE AND 1211 GLADSTONE AVENUE) BYLAW**
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for affordable and below market rental housing for the lands known as 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, 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 (1230 GRANT STREET, 1209, 1218, 1219, 1220 AND 1226 NORTH PARK STREET, 1219 VINING STREET, 1235 CALEDONIA AVENUE AND 1211 GLADSTONE AVENUE) BYLAW (2021)".

Definitions

- 2 **"Development"** has the meaning ascribed to that term in the housing agreement attached to this bylaw at Schedule A.

Agreement authorized

- 3 Subject to the Development receiving the necessary funding approvals from BC Housing within one year of the date of adoption of this bylaw, the Director of Sustainable Planning and Community Development is authorized to execute the housing agreement:
 - (a) substantially in the form attached to this bylaw as Schedule A;
 - (b) between the City and The Board of Education of School District No. 61 (Greater Victoria), the City, Provincial Rental Housing Corporation, or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 1230 Grant Street, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1211 Gladstone Avenue, Victoria BC, legally described as:
 - i. PID: 018-007-503 Lot A, Section 53, Spring Ridge, Victoria City, Plan VIP55528
 - ii. PID: 005-002-443 Lot 4, Spring Ridge, Victoria City, Plan 205
 - iii. PID: 009-226-338 Lot 5, Spring Ridge, Victoria City, Plan 205
 - iv. PID: 009-226-290 Lot 6, Section 50, Spring Ridge, Victoria City, Plan 205
 - v. PID: 009-226-265 Lot 7, Spring Ridge, Victoria City, Plan 205
 - vi. PID: 009-226-231 Lot 8, Spring Ridge, Victoria City, Plan 205, except the northerly 56 feet thereof
 - vii. PID: 009-226-257 The Northerly 56 feet of Lot 8, Spring Ridge, Victoria City, Plan 205

- viii. PID: 009-226-214 Lot 9, Spring Ridge, Victoria City, Plan 205
- ix. PID: 017-710-545 Lot 18, Spring Ridge, Victoria City, Plan 205.

READ A FIRST TIME the	14th	day of	October	2021
READ A SECOND TIME the	14th	day of	October	2021
AMENDED ON the	14th	day of	October	2021
READ A THIRD TIME AS AMENDED the	14th	day of	October	2021
ADOPTED on the		day of		2021

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, BC V8W 1P6

(the "City")

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61
(GREATER VICTORIA)
556 Boleskine Road, Victoria, BC V8Z 1E8 (the "Board")

THE CORPORATION OF THE CITY OF VICTORIA
1 Centennial Square, Victoria, BC V8W 1P6 (the "City")

PROVINCIAL RENTAL HOUSING CORPORATION, INC. NO. 52129
1701 - 4555 Kingsway, Burnaby, BC V5H 4V8 ("PRHC")

(the Board, the City and PRHC are herein collectively called the "Owners"
and individually, an "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. Lands in the City of Victoria, British Columbia, with civic addresses of 1211 Gladstone Avenue, 1235 Caledonia Avenue, 1209, 1218, 1219, 1220 and 1226 North Park Street, 1219 Vining Street, 1235 Caledonia Avenue and 1230 Grant Street Victoria, B.C. are legally and beneficially owned and legally described as follows:
 - 1) PRHC is registered owner of:
 - (a) PID: 005-002-443; LOT 4, SPRING RIDGE, VICTORIA CITY, PLAN 205;
 - 2) The Board is registered owner of:
 - (a) PID: 009-226-338; LOT 5, SPRING RIDGE, VICTORIA CITY, PLAN 205;
 - (b) PID: 018-007-503; LOT A, SECTION 53, SPRING RIDGE, VICTORIA CITY, PLAN VIP55528;
 - (c) PID: 009-226-214; LOT 9, SPRING RIDGE, VICTORIA CITY, PLAN 205;
 - (d) PID: 009-226-231; LOT 8, SPRING RIDGE, VICTORIA CITY, PLAN 205, EXCEPT THE NORTHERLY 56 FEET THEREOF;

- (e) PID: 009-226-257; THE NORTHERLY 56 FEET OF LOT 8, SPRING RIDGE, VICTORIA CITY, PLAN 205; and
 - (f) PID: 009-226-265; LOT 7, SPRING RIDGE, VICTORIA CITY, PLAN 205; and
- 3) The City is registered owner of:
- (a) PID: 009-226-290; LOT 6, SECTION 50, SPRING RIDGE, VICTORIA CITY, PLAN 205
 - (b) PID: 017-710-545; LOT 18, SPRING RIDGE, VICTORIA CITY, PLAN 205
- (together referred to as the "Lands").
- D. The Owners have granted to the Capital Region Housing Corporation (CRHC) the right to apply to the City for an amendment to the City's Zoning Regulation Bylaw No. 80-159 in relation to the Lands.
- E. Subject to the fulfilment of certain conditions, including the adoption of a rezoning bylaw, PRHC and the City intend to transfer to the Board the Lands they own, and the Board intends to consolidate the Lands and lease the Lands (the "Lease") to CRHC, and CRHC intends to construct the Development on the Lands and operate the Dwelling Units as affordable or below-market rental residential rental units, as described herein.
- F. The City and the Owners 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 Owners that all Dwelling Units on the Lands will be used and held only as affordable or below-market 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:

1.0 DEFINITIONS

1.1 In this Agreement:

"Affordable Rent" means a rent level that does not exceed 30% of the respective Median Household Income Limit for studio, one, two, or three bedroom Dwelling Units;

"Below-Market Rent" means a rent level higher than Affordable Rent but below Market Rent;

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

"Development" means the new multi-unit residential buildings to be constructed on the Lands consisting of approximately 158 residential units, as authorized and contemplated by the rezoning bylaw and all permits issued by the City in respect thereof;

"Director" means the City's Director of Sustainable Planning and Community Development or their authorized nominee;

"Dwelling Units" means any or all, as the context may require, of an anticipated 158 self-contained residential dwelling units within the Development and includes any dwelling unit

that is developed on the Lands during the term of this Agreement, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

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

"**Income**" means the total income before tax from all sources for each tenant;

"**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c.250;

"**Lands**" means that certain parcel of land described in Recital C, and includes any parcel into which some or all of such land is consolidated or subdivided;

"**Local Government Act**" means the Local Government Act, R.S.B.C. 2015, c. 1;

"**Market Rent**" means the rent (as determined by a professional appraiser acceptable to the City in the City's sole and absolute discretion) that a willing tenant would pay to a willing landlord to rent the Dwelling Unit in question pursuant to a Tenancy Agreement, on the open market in Victoria, British Columbia, having regard to any utility or other services or amenities available to the tenant or provided by the Owner as landlord;

"**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 a Dwelling Unit, as determined by making the following calculations and rounding the result to the nearest ten:

- (a) for studio Dwelling Units, Median Gross Annual Household Income x 0.7925, which, for reference purposes only, equated to \$35,000 in 2015,
- (b) for one-bedroom Dwelling Units, Median Gross Annual Household Income x 0.9510, which, for reference purposes only, equated to \$42,000 in 2015,
- (c) 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
- (d) for three and four-bedroom Dwelling Units, Median Gross Annual Household Income x 1.5850, which, for reference purposes only, equated to \$70,000 in 2015;

"**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;

"**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 an agreement, lease, licence, or other right of a Non-owner to occupy a residential unit;

"**Strata Plan**" means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act*;

"**Strata Property Act**" means the *Strata Property Act* SBC 1998 c. 43;

"**Subdivided Parcel**" has the meaning ascribed to that term in section 5.2; and

"**Term**" means 60 years, beginning on the date the City issues a final occupancy permit for the Development.

2.0 DWELLING UNITS TO BE RENTED AND USED ONLY AS RENTAL UNITS

- 2.1** Each Owner covenants and agrees that the Dwelling Units on any of the Lands owned by that Owner shall only be used as rental housing during the Term, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner who owns the respective parcel of Lands and the Non-owner who occupies the Dwelling Unit.

3.0 DWELLING UNITS TO BE RENTED AT AFFORDABLE OR BELOW-MARKET RENTAL RATES

- 3.1** Each Owner covenants and agrees during the Term, that the Dwelling Units on any of the Lands owned by that Owner shall only be rented at Affordable Rent levels or Below-Market Rent levels in accordance with this Agreement.

4.0 NO RESTRICTIONS ON RENTALS

- 4.1** Each 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 on any of the Lands owned by that Owner from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

- 4.2** Without limiting the generality of section 4.1, each Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of any of the Lands the

Owner owns or a building on those 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.

5.0 SUBDIVISION

5.1 Subdivision Generally. If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, a Strata Plan, or similar plan as the case may be, and subject to section 5.2:

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

5.2 Release of Notice. For certainty, if the portion of the Lands containing the Development is subdivided and any of the parcels created as a result of such subdivision do not contain any of the Dwelling Units (the "Subdivided Parcel"), then the Owner or Owners of such Subdivided Parcel may apply to the City to release the Notice (as defined in section 7.1) from title to the Subdivided Parcel and the City agrees to execute and deliver a release of this Housing Agreement from title to the Subdivided Parcel, provided however that: (a) the City will have no obligation to execute any such release until a written request therefor from the owner or owners of the Subdivided Parcel has been received by the City, which request will include the form of release in registerable form; (b) the cost of preparation of such release and the cost of registration of same in the Land Title Office will be paid by the Owner or Owners requesting the release; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner or Owners for registration.

6.0 REPORTING

6.1 Each 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 that:

- (a) all Dwelling Units on any of the Lands owned by that Owner are being rented to Non-owners or are vacant,
 - (b) rent levels for the Dwelling Units on any of the Lands owned by that Owner are at Affordable Rent or Below-Market Rent levels; and
 - (c) all other requirements of this Agreement are being complied with by that Owner,
- along with such other information as may be requested by the Director from time to time.

6.2 Each 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 Appraised Market Rent. The Owners will determine, and inform the City of, the

appraised Market Rent for each Dwelling Unit on any of the Lands owned by that Owner:

- (a) prior to the City issuing a final occupancy permit for the Development; and
- (b) thereafter, at any other time that the City may reasonably request, provided that without reasonable cause, the City will not request an appraisal less than 12 months after the date of the last previous such appraisal.

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 Owners in accordance with section 483 of the *Local Government Act*.

8.0 SUBLEASING AND ASSIGNMENT

- 8.1** An Owner will not consent to the assignment of an agreement relating to a Dwelling Unit or the subletting of a Dwelling Unit on any of the Lands owned by that Owner without the prior written consent of BC Housing if there is an operator agreement in force between BC Housing and the operator with respect to the Dwelling Unit to be assigned or subleased.

9.0 LIABILITY

- 9.1** Each 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 that Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 9.2** Each 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 that Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

10.0 GENERAL PROVISIONS

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

- (a) seventy-two (72) hours after the time of its mailing (by registered mail),
- (b) on the date of dispatch if delivered by email or fax before 5:00 pm on a regular Business Day, and otherwise on the next regular Business Day thereafter, 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: khoese@victoria.ca

and in the case of the Board or PRHC, at their respective addresses first set out above, and in the case of CRHC, addressed to:

Capital Region Housing Corporation
631 Fisgard Street
Victoria, BC V8W 1R7

Attention: Don Elliott, Senior Manager, Regional Housing
Fax: 250 361 4970
Email: deliott@crd.bc.ca

If an Owner identifies alternate contact information in writing to the City, then notice is to be given in accordance with that alternate information.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause, then the party sending notice must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

- 10.2 TIME.** Time is of the essence of this Agreement.
- 10.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective 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 is binding on an 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.
- 10.4 WAIVER.** The waiver by a party of any failure on the part of another 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.

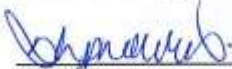
- 10.8 EQUITABLE REMEDIES.** Each Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 10.9 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.
- 10.10 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 10.11 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owners and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and each Owner provided however, that each 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.
- 10.12 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 10.13 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
 - (b) relieve an Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 10.14 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.
- 10.15 JOINT AND SEVERAL.** If a party to this Agreement consists of more than one person, then each such person will be jointly and severally liable to perform that party's obligations under this Agreement.
- 10.16 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.

10.17 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.

OWNERS:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA) by its authorized signatories:



Print Name: _____

Print Name: _____

Date signed: Aug 24/2021

THE CORPORATION OF THE CITY OF VICTORIA

by its authorized signatory(ies):

Mayor Lisa Helps

Curt Kingsley, City Clerk

Date signed: _____

10.17 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.

OWNERS:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA) by its authorized signatories:

Print Name:

Print Name:

Date signed: _____

THE CORPORATION OF THE CITY OF VICTORIA

by its authorized signatory(ies):

Mayor Lisa Helps

Acting mayor Counsellor Susan Potter

Curt Kingsley, City Clerk

Date signed: 10/14/2021

**PROVINCIAL RENTAL HOUSING
CORPORATION**

by its authorized signatory(ies):


Print Name: Stephanie Allen
Print Name: Angela CookeDate signed: January 6, 2021**CITY:****THE CORPORATION OF THE CITY OF VICTORIA**
by its authorized signatory(ies):Karen Hoese, Director of Sustainable Planning
and Community Development

Date signed: _____