

G.2 Bylaws for 1125 Fort Street: Rezoning Application No. 00712, Development Permit with Variances Application No. 00142 and Heritage Designation Application No. 000192

Moved By Councillor Alto

Seconded By Councillor Potts

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

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1273) No. 22-031
2. Heritage Designation (1125 Fort Street) Bylaw No. 22-029

CARRIED UNANIMOUSLY

Moved By Councillor Alto

Seconded By Councillor Thornton-Joe

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

1. Housing Agreement (1125 Fort Street) Bylaw (2022) No. 22-030

CARRIED UNANIMOUSLY



Council Report

For the Meeting of May 26, 2022

To: Council
From: C. Kingsley, City Clerk
Subject: 1125 Fort Street: Rezoning Application No. 00712, Development Permit with Variances Application No. 00142 and Heritage Designation Application No. 000192

RECOMMENDATION

That the following bylaws be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1273) No. 22-031
2. Heritage Designation (1125 Fort Street) Bylaw No. 22-029

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

1. Housing Agreement (1125 Fort Street) Bylaw (2022) No. 22-030

BACKGROUND

Attached for Council's initial consideration are copies of the proposed Bylaws No. 22-031, 22-029, and 22-030.

The issue came before Council on January 28, 2021 where the following resolution was approved:

1125 Fort Street: Rezoning Application No. 00712, Development Permit with Variances Application No. 00142 and Heritage Designation Application No. 000192 (Fairfield)

Rezoning Application No. 00712

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00712 for 1125 Fort Street 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. That Council consider the Heritage Designation of 1125 Fort Street, consistent with plans date stamped September 9, 2020;
2. Preparation of legal agreements, to the satisfaction of the Director of Sustainable Planning and Community Development, to:
 - a. secure one of the proposed residential units as rental for a period of 20 years
 - b. ensure that a future strata cannot restrict the rental of units to non-owners.

Development Permit with Variances Application No. 00142

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. 00142, if it is approved, consider the following motion:

“That Council authorize the issuance of Development Permit with Variance Application No. 00142 for 1125 Fort Street, in accordance with:

1. Plans date stamped September 9, 2020.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variance:
 - i. reduce the vehicle parking from eight to four stalls, including a reduction of the visitor parking from one stall to zero stalls.
3. The Development Permit lapsing two years from the date of this resolution.”

Heritage Designation Application No. 000192

That Council approve the designation of the property located at 1125 Fort Street, consistent with architectural plans dated September 9, 2020, pursuant to Section 611 of the Local Government Act, as a Municipal Heritage Site, and that first and second reading of the Heritage Designation Bylaw be considered by Council and a Public Hearing date be set concurrent with the Public Hearing for Rezoning Application No. 00712.

Respectfully submitted,

Curt Kingsley
City Clerk

Report accepted and recommended by the City Manager

List of Attachments:

- Bylaw No. 22-031
- Bylaw No. 22-029
- Bylaw No. 22-030

NO. 22-029

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to designate the exterior portions of the building as indicated in Schedule A, and located at 1125 Fort Street, to be protected heritage property.

Under its statutory powers, including Section 611 of the *Local Government Act*, the Municipal Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

1. This Bylaw may be cited as the “HERITAGE DESIGNATION (1125 FORT STREET) BYLAW”.
2. The exterior portions of the building, as indicated in the diagram in Schedule A attached to this bylaw, and located at 1125 Fort Street (legally described as PID: 009-394-311, The Easterly 20 Feet of Lot 1112, Victoria City except the Northerly 8 Feet thereof, and PID: 009-394-338, The Westerly 20 Feet of Lot 1111, Victoria City except the Northerly 8 Feet thereof, are designated to be protected heritage property.

READ A FIRST TIME the day of 2022

READ A SECOND TIME the _____ day of _____ 2022

Public Hearing Held On the _____ day of _____ 2022

READ A THIRD TIME the _____ day of _____ 2022

ADOPTED on the _____ day of _____ 2022

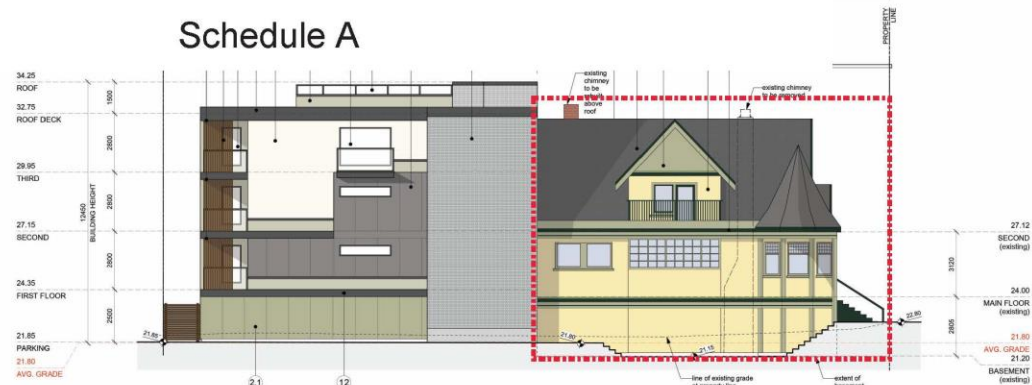
CITY CLERK

MAYOR

Schedule A



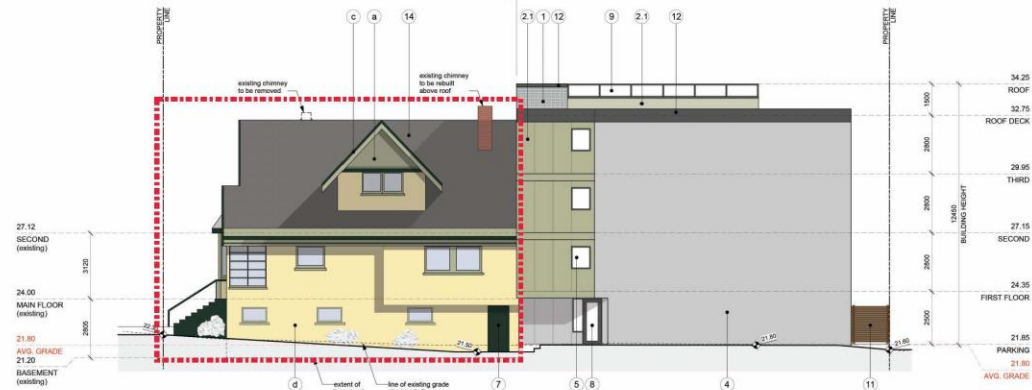
1 MEARE'S STREET (REAR) SOUTH ELEVATION
Scale: 1:100



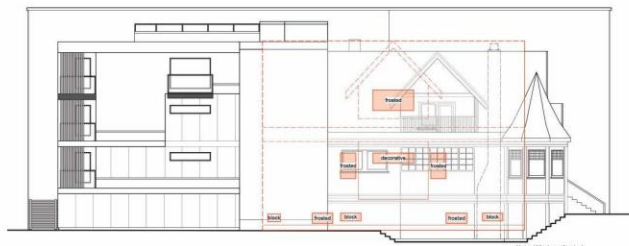
2 EAST ELEVATION
Scale: 1:100



3 FORT STREET (FRONT) NORTH ELEVATION
Scale: 1:100



4 WEST ELEVATION
Scale: 1:100



5 EAST ELEVATION WINDOW OVERLAY
N.T.S.

MATERIALS SCHEDULE

MATERIALS

- 1 BRICK CLADDING (existing base)
- 2.1 INITIAL MATERIALS - SEA GREY (SMOOTH)
- 2.2 HARDEPANEL VERTICAL SIDING - KEYLINE (or similar cement board panel)
- 3 HARDEPANEL VERTICAL SIDING - GRAY SLATE
- 4 SOFT TEXTURED STUCCO - PAINTED (BM-VG-1 - OXFORD IVORY)
- 5 CONCRETE BLOCK
- 6 VINYL WINDOWS - CHARCOAL
- 7 VINYL SLIDING DOORS - CHARCOAL
- 8 METAL DOOR - PAINTED (BM-VG-20 - VANCOUVER GREEN)
- 9 ALUMINUM AND GLAZED DOOR - CHARCOAL
- 10 ALUMINUM AND FROSTED GLASS GUARDS - CHARCOAL
- 11 STAINED CEDAR SOFFITS
- 12 STAINED CEDAR SCREENING WITH GATES
- 13 ALUMINUM FLASHING - CHARCOAL
- 14 ALUMINUM AND GLASS OVERHEAD DOOR
- 15 ASPHALT SHINGLES - CHARCOAL
- 16 WOOD AND METAL CANOPY

COLOURS

- 8 BM-VG-18 - CONKOR BASE
- 9 BENJAMIN MOORE - VANCOUVER COLLECTION
- 10 BM-VG-1 - OXFORD IVORY
- 11 BENJAMIN MOORE - VANCOUVER COLLECTION (or similar precoloured stucco)
- 12 BM-VG-20 - VANCOUVER GREEN
- 13 BENJAMIN MOORE - VANCOUVER COLLECTION
- 14 BM-VG-7 - EDWARDIAN CREAM
- 15 BENJAMIN MOORE - VANCOUVER COLLECTION

key
architecture ltd.

2nd Floor, 1124 Fort Street, Victoria, BC, V8W 3K8
v. 250-362-3623 e. info@keyarchitecture.com

COMMENTS

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	18/11/04	JK
2	PRELIMINARY DESIGN	19/01/05	JK
3	REZONING SUBMISSION	19/09/10	JA
4	REZONING SUBMISSION REVISIONS	20/03/02	NS
5	REZONING SUBMISSION REVISIONS	20/09/08	NS

GENERAL NOTES

Use of these drawings is limited to that identified in the authorization column. Do not construct from these drawings unless marked "reused for construction". All drawings, plans, models, designs, specifications and other documents prepared by Key Architecture Ltd. (KAL) and used in connection with the project are the property of KAL. Whether the "work" is executed or not, KAL reserves the copyright in them and in the work executed from them. These drawings or other may not be reproduced or used in part or in whole, without the expressed and written consent of KAL.



PROJECT

PROPOSED DEVELOPMENT
1125 FORT STREET
VICTORIA

SHEET TITLE

ELEVATIONS

SCALE

AS SHOWN

PLOT DATE

Sep 08, 2020

DRAWN

JKNS

JOB No.

1741

A-3.0

HOUSING AGREEMENT (1125 Fort Street) BYLAW

A BYLAW OF THE CITY OF VICTORIA

Approved as to content: Alec Johnston May 18, 2022
Approved as to form: LS name and date May 19, 2022

Schedule A

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:

DONALD RALPH COLBORNE
 1125 Fort Street
 Victoria, B.C. V8V 3K9
 (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 1125 Fort Street, Victoria, B.C. and legally described as:
 - PID: 009-394-311
 The Easterly 20 feet of Lot 1112, Victoria City except the northerly 8 feet thereof.
 - And:
 - PID 090-394-338
 The Westerly 20 feet of Lot 1111, Victoria City except the northerly 8 feet thereof.
 - (collectively, the "Lands").
- D. The Owner has applied to the City to rezone the Lands to permit five (5) housing units within the Development 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 that one (1) of the Dwelling Units within the Development on the Lands will be used and held only as rental housing for at least 20 years, specifically the Dwelling Unit at the lower level of the north end of the Development.

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:

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

"**Development**" means the 5 unit building consisting of residential housing and related facilities on the Lands;

"**Dwelling Units**" means any or all, as the context may require, of the 5 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;

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

"**Non-owner**" means a person other than a Related Person 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 8.3;

"**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;

"**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.

"**Tenancy Agreement**" means a tenancy agreement pursuant to the *Residential Tenancy Act* 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 one of the Dwelling Units shall only be used as rental housing for at least twenty (20) years, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

3.0 NO RESTRICTIONS ON RENTALS

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 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 Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

4.0 REPORTING

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) The Dwelling Unit being rented at the lower level of the north end of the Development is being rented to Non-owners or is vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

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

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

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

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

Act, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

6.0 LIABILITY

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

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

7.0 GENERAL PROVISIONS

7.1 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: khoese@victoria.ca

and in the case of the Owner, addressed to:

Donald Ralph Colborne
1125 Fort Street
Victoria, BC V8V 3K9

Email: drcolborne@shaw.ca

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, 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.

7.2 TIME. Time is of the essence of this Agreement.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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

7.9 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.

- 7.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 7.11 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.
- 7.12 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.
- 7.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 7.14 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.
- 7.15 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.
- 7.16 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.
- 7.17 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.
- 7.18 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: _____)

DONALD RALPH COLBORNE)

_____)
)

Date signed: January 3, 2022

NO. 22-031

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R-105 Zone, Multiple Dwelling (1125 Fort Street) District, and to rezone land known as 1125 Fort Street from the R3-1 Zone, Multiple Dwelling District, to the R-105 Zone, Multiple Dwelling (1125 Fort Street) District.

The Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW
(NO. 1273), 22-031”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of
Schedule “B” under the caption PART 3 – MULTIPLE DWELLING ZONES by adding the
following words:

“3.140 R-105 Multiple Dwelling (1125 Fort Street) District”

- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 3.139 the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 1125 Fort Street, legally described as PID: 009-394-311, The Easterly 20 Feet of Lot 1112, Victoria City, Except the Northerly 8 Feet Thereof and PID 009-394-338 The Westerly 20 feet of Lot 1111, Victoria City Except the Northerly 8 Feet Thereof and shown hatched on the attached map, is removed from the R3-1 Zone, Multiple Dwelling District, and placed in the R-105 Zone, Multiple Dwelling (1125 Fort Street) District.

READ A FIRST TIME the _____ day of _____ 2022

READ A SECOND TIME the _____ day of _____ 2022

Public hearing held on the _____ day of _____ 2022

READ A THIRD TIME the _____ day of _____ 2022

ADOPTED on the _____ day of _____ 2022

CITY CLERK

MAYOR

PART 3.140 – R-105 ZONE, MULTIPLE DWELLING (1125 FORT STREET) DISTRICT

3.140.1 Permitted Uses in this Zone

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

- a. Multiple dwelling
- b. Public Building
- c. Home occupation subject to the regulations in Schedule “D”
- d. Accessory Buildings subject to the regulations in Schedule “F”

3.140.2 Lot Area

- a. Lot area (minimum) 420m²

3.140.3 Floor Space Ratio

- a. Floor space ratio (maximum) 1.92:1

3.140.4 Height, Storeys

- a. Principal building height (maximum) 12.5m
- b. Storeys (maximum) 4

3.140.5 Setbacks, Projections

- a. Setback from the street boundary on Fort Street (minimum) 2.5
Except for the following maximum projections into the setback:
 - Steps 2.1m
- b. Setback from the street boundary on Meares Street (minimum) 1.74m
- c. Side yard setbacks (minimum) 0.0m

3.140.6 Site Coverage, Open Site Space

- a. Site Coverage (maximum) 81%
- b. Open site space (minimum) 16%

**PART 3.140 – R-105 ZONE, MULTIPLE DWELLING (1125 FORT STREET)
DISTRICT**

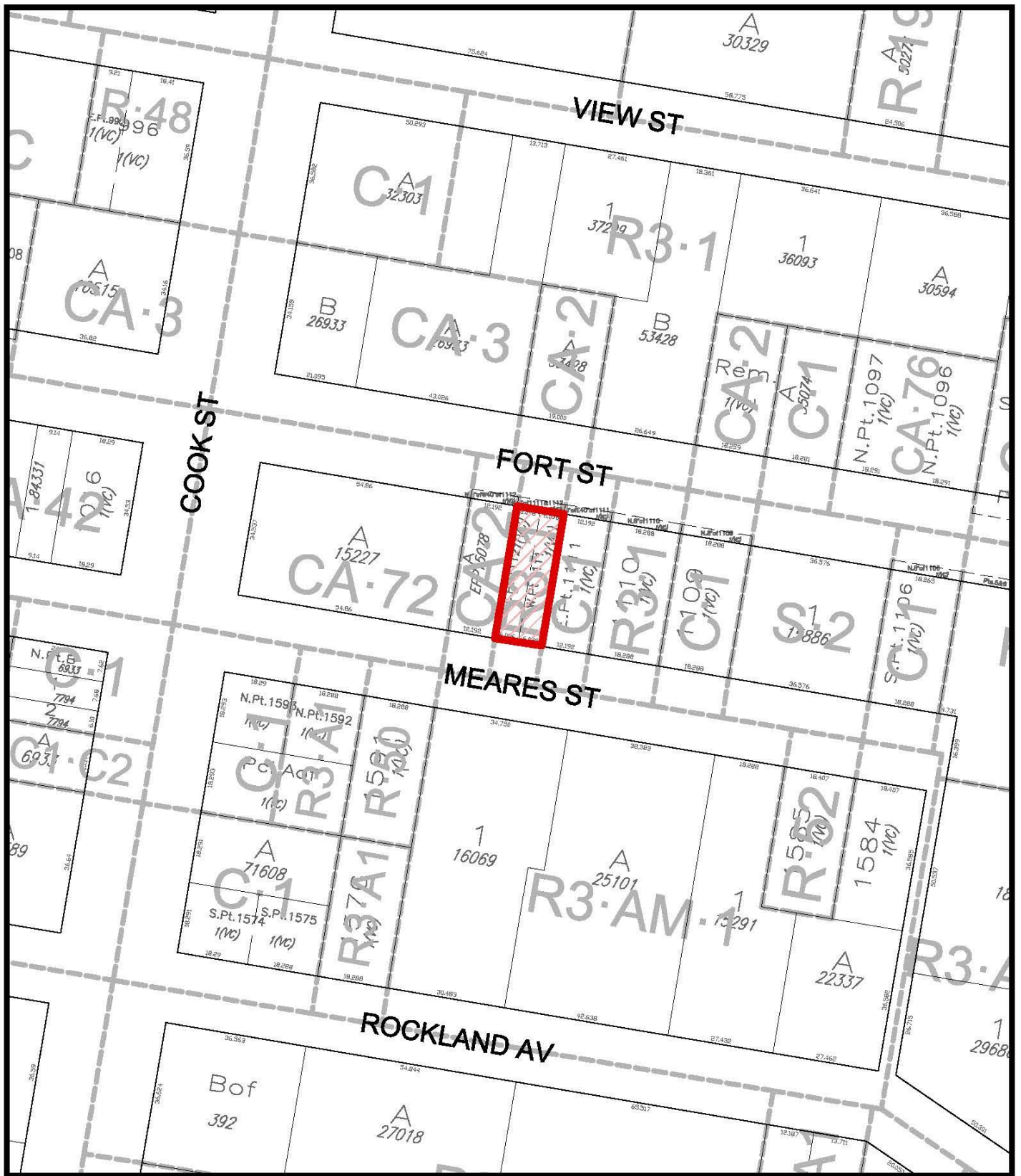
3.140.7 Vehicle and Bicycle Parking

a. Vehicle parking (minimum)

Subject to the regulations in
Schedule “C” except as
otherwise specified by the
regulations in this Part

b. Bicycle parking (minimum)

Subject to the regulations in
Schedule “C”



1125 Fort Street
Rezoning No.00712

