NO. 23-032

HOUSING AGREEMENT (450 DALLAS ROAD) BYLAW A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 450 Dallas Road, Victoria, BC.

Under its statutory powers, including section 483 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

Title

1 This Bylaw may be cited as the "HOUSING AGREEMENT (450 DALLAS ROAD) BYLAW (2023)".

Agreement authorized

- 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 450 Dallas Holdings Ltd., Inc. No. BC0997075, or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 450 Dallas Road, Victoria, BC, legally described as:

PID: 003-983-943, Lot 1, Beckley Farm, Victoria City, Plan 16037.

READ A FIRST TIME the	day of	2023
READ A SECOND TIME the	day of	2023
READ A THIRD TIME the	day of	2023
ADOPTED on the	day of	2023

CITY CLERK

MAYOR

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:

450 DALLAS HOLDINGS LTD., INC.NO.BC0997075

305 - 111 Water Street Vancouver, B.C. V6B 5A1

(the "Owner")

AND:

PEOPLES TRUST COMPANY INCORPORATION NO. A0033943

(the "Existing Chargeholder")

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 the following lands in the City of Victoria, British Columbia:

Civic address: 450 Dallas Road, Victoria BC PID: 003-983-943 Legal Description: LOT 1 BECKLEY FARM VICTORIA CITY PLAN 16037

(the "Lands");

D. The Owner has applied to the City to rezone the Lands to permit a seven-storey residential rental building (the "**Rezoning**"), 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 a right of first refusal to existing tenants with respect to the rental of Dwelling Units within the Development on the Lands and the Lands 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:

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;

"CMHC" means the Canada Mortgage and Housing Corporation;

"Development" means the new seven-storey building consisting of approximately 54 residential housing units and related facilities on the Lands that is proposed as part of the Rezoning:

"Director" means the person employed by the City as the Director of Sustainable Planning and Community Development Department and their successors in function and anyone acting under their respective authority;

"Dwelling Units" means any or all, as the context may require, of the 54 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. For greater certainty, Dwelling Units and Dwelling Unit do not include any residential dwelling units on the Lands as of the date hereof;

"Effective Date" means the date as of which the housing agreement bylaw authorizing this Agreement is adopted by the City;

"Eligible Tenants" means the tenants who are listed as residents in the Tenant Assistance Plan in any of the existing units that will be demolished if the Development proceeds and are identified in the Tenant Assistance Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any of them;

"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;

"Market Rent" means CMHC's average rent for the City of Victoria for the same Unit Type, as identified in CMHC's most recent annual "Rental Market Report" prior to the Effective Date:

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

"Occupancy Permit" means a permit issued by the City after the date hereof authorizing the use and occupation of any building, development or partial development on the Lands;

"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:
 - 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.

"Suitable Unit" means a Dwelling Unit of a suitable Unit Type for all residents of the Dwelling Unit pursuant to the "Housing Suitability and the National Occupancy Standard" developed by CMHC, and which is generally comparable to the Eligible Tenant's unit prior to construction of the Development;

"Tenancy Agreement" means a tenancy agreement pursuant to the Residential Tenancy Act that is regulated by that Act;

"Tenant Assistance Plan" means the Owner's Tenant Assistance Plan submitted as part of the Rezoning, a full copy of which is on file with the City's Department of Sustainable Development and Community Planning and attached as Schedule "A" for convenience, with appendices containing personal information redacted pursuant to the Freedom of Information and Protection of Privacy Act;

"Unit Type" refers to the total number of bedrooms contained in the Dwelling Unit.

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.

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 Nonowner under the terms of a Tenancy Agreement.

4.0 RIGHT OF FIRST REFUSAL FOR EXISTING TENANTS AND BELOW-MARKET RENTAL UNITS

- 4.1 The Owner covenants and agrees to provide each Eligible Tenant with a right of first refusal to occupy a Suitable Unit in the Development following issuance of the Occupancy Permit, such offer to remain open for acceptance by Eligible Tenants for a period of no less than forty-five (45) days from the date of receipt of such offer by the Eligible Tenants, and with a starting rent no greater than the higher of:
 - (a) twenty percent (20%) below the Market Rent, and
 - (b) the Eligible Tenant's rent for the last month of their tenancy on the Lands prior to moving out to enable the construction of the Development,

such rent thereafter subject to the provisions of the Residential Tenancy Act as to rent increases.

4.2 The Owner covenants and agrees to provide all Eligible Tenants with the communication, compensation, relocation assistance, moving costs and assistance, and other benefits set out in the Tenant Assistance Plan, and to otherwise comply with and fulfill the terms and conditions set out in such Tenant Assistance Plan.

5.0 RIGHT OF FIRST REFUSAL FOR EXISTING TENANTS - PROCESS

- **5.1** The Owner covenants and agrees with the City as follows:
 - (a) Within ninety (90) days of the Effective Date, the Owner will provide all Eligible Tenants with a copy of the Tenant Assistance Plan with Appendix A redacted, and provide them with written notification:
 - (i) of their right of first refusal to occupy a Suitable Unit at the greater of twenty percent (20%) below the Market Rent and the Eligible Tenant's rent prior to construction of the Development, as specified in the Tenant Assistance Plan;
 - (ii) of the Owner's anticipated date of applying for an Occupancy Permit; and
 - (iii) that Eligible Tenants who are interested in exercising their right of first refusal must respond to the Owner by a specified date, which shall not be less than forty-five (45) days from receipt of the notification, to provide their

contact information.

- (b) Within the time frame of six (6) to eight (8) months prior to applying for any Occupancy Permit, the Owner will provide written notification to all Eligible Tenants who provided their contact information in accordance with subsection (a)(iii), and advise them of the Owner's anticipated date of applying for an Occupancy Permit.
- (c) No less than ninety (90) days prior to applying for any Occupancy Permit, the Owner will contact in writing all Eligible Tenants who provided their contact information in accordance with subsection (a)(iii), and
 - provide the Eligible Tenant with a Tenancy Agreement for a Dwelling Unit, and
 - (ii) advise the Eligible Tenant:
 - (A) of the Unit Type of their Dwelling Unit;
 - (B) of the location of their Dwelling Unit within the Development;
 - (C) of the rent for their Dwelling Unit;
 - (D) of the approximate availability date for their Dwelling Unit pursuant to the granting of an Occupancy Permit; In the event the availability date of the Dwelling Unit is delayed, the Eligible Tenant will be re-notified of the new availability date within five business days of the Owner being notified of such delay;
 - (E) that the Eligible Tenant has no less than forty-five (45) days from receipt of the notification to provide the Owner with the signed Tenancy Agreement, if they wish to accept the Dwelling Unit.

6.0 REPORTING

- **6.1** Reporting on Rental Requirement. 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 all Dwelling Units are being rented to Non-owners or are vacant, along with such other information as may be requested by the Director from time to time.
- **Reporting on Right of First Refusal.** The Owner covenants and agrees to provide to the Director, prior to issuance of any Occupancy Permit, a solemn declaration sworn before a lawyer or notary including the following information, to the satisfaction of the Director:
 - (a) the names of all Eligible Tenants who have exercised their right of first refusal,
 - (b) each Eligible Tenant's Unit Type in the Development,
 - (c) the total number of occupants of each Dwelling Unit occupied by Eligible Tenants,
 - (d) each Eligible Tenant's rent for their Dwelling Unit, and
 - (e) copies of all communications exchanged pursuant to section 3.1,

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

- 6.3 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.
- 6.4 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 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 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.
- 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 PRIORITY AGREEMENTS

9.1 The Existing Chargeholder, as the registered holder of a charge by way of mortgage and assignment of rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA7902825, CA7902826, CA7902827 and CA7902828, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the Local Government Act, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

10.0 GENERAL PROVISIONS

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

450 Dallas Holdings Ltd. c/o Reliance Properties Ltd. 111 Water Street, Suite 305 Vancouver, British Columbia V6B 1A7

Attention: President

Email: info@relianceproperties.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.
- 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 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.
- **10.4 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.

- 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. 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
- 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 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 10.11 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.
- 10.12 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.
- **10.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 10.14 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.
- 10.15 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.
- 10.16 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.
- 10.17 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.
- 10.18 EFFECTIVE DATE. This Agreement is effective as of the Effective Date.

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:)

	HOLDINGS LTD., 997075, by its authorized signatory	_
Joy Stovell, P	resident)	
Date signed:	February 23, 2023	

PEOPLES TRUST INCORPORATION authorized signator	NO. A0033943, by its	
(OV	Gathleen Copeland AVP, Mortgage Services	
Print Name:	Jonathan Work	¥
Print Name:	Vice President & Ro Commercial Bankir	egional Manager eg BC

. .

Schedule "A"

Tenant Assistance Plan starts on following page



Note for Internal Use Only: This form contains confidential information and should be submitted directly to housing policy staff (housing@victoria.ca). Do not upload to Tempest.

Tenant Assistance Plan

The Tenant Assistance Plan and appendices must be submitted at the time of your rezoning application, and should be submitted directly to housing@victoria.ca. Please contact your Development Services Planner with questions or concerns.

Date of submission of Tenant Assistance Plan to Housing Policy staff: March 3, 2022; Revised March 24,

			,	A COMPANIE OF THE SECOND CONTRACTOR OF THE SEC	_		
	Current Site Infor	mation					
Owner Name: Relia Applicant Name and		Reliance Properties	n Stovell, President jons@rellanceproperties.ca / Juan Pereira, Project Manager juar				
Tenant Relocation Coordinator (Name, Position, Organization and Contact Info): Sommerville Community, James Tod, Principal, james			al, james@sommerville-cr.com				
	Existing Rental Units Unit Type # of Units Bachelor 2 1 BR 14 2 BR 3 BR 3 BR+ Total	Average Rents (\$/Mo.) \$1,020 \$1,490	Purpose-built Non-market r Condominium	home(s), with or without secondary suites			
	The rights and responsibiliti The City of Victoria's <u>Tenant</u> tenants in buildings that are	t Assistance Policy is intended	regulated by the Pr	Tenants rovince and is set out in the Residential Tenancy Act. Residential Tenancy Act and offer additional support for the full Tenant Assistance Policy and supporting			
		nis property will result in a loss of submit a Tenant Assistance Plathave been residing in new year, at the time	an with your applicat	units AND will require tenants to relocate out of the tion. If yes, tenants are eligible for support. Please complete the full form. If no, please skip to and complete Appendix A: Occupant Information and Rent Roll.			
	When completing this form, Development, Please note t	please refer to the Tenant Assi that the form includes the requi	istance Policy guide red FOIPPA section	elines for Market Rental and Non-Market Rental Housing 27(2) privacy notification which should be communicated			

to tenants.

APPLICANT: Please complete the fodetails of the Tenant As	llowing sections to confirm the ssistance Plan:	ST app	AFF Did olicar neet olicy?
Compensation Please indicate how you will be compensating the tenant(s). Please specify whether option 1 or 2 will be provided, and whether at existing rents or CMHC average rates. (See Policy Section 4.1 or 5.1)	Please see attached Addendum: "450 Dallas Road Compensation Addendum"	Yes No	
Moving Expenses Please indicate how the tenant(s) will receive moving expenses and assistance. Please specify whether option 1 or 2 will be offered. (See Policy Section 4.2)	Option 2 generally will be offered as a lump sum for moving expenses. \$500 for bachelor and 1 bedroom units, and \$750 for 2 bedroom units.	Yes No	
Relocation Assistance Please Indicate how the tenant(s) will receive relocation assistance, including the staff responsible or whether a third-party will be involved. (See Policy Section 4.3 or 5.3)	Sommerville Community Relations has been engaged as TRC to provide relocation assistance to eligible tenants. Tenants will be offered 3 options per the policy and "tailored to the tenant wherever possible (e.g. pet friendly, accessible, smoke-free)" An option in the adjacent tower would be considered "located in the Capital Regional District, with at least one in the same neighbourhood" per the policy. Should the tenant wish, the option in the adjacent tower would be offered in advance of the 4 month notice (when vacancy occurs).	Yes	
Right of First Refusal Please indicate whether the applicant is offering right of first refusal to the tenant(s). Please indicate your reasoning. (See Policy Section 4.4 or 5.5).	First right of refusal in a new unit will be provided to all tenants that indicate they would like to return at 20% below starting market rents (per City Staff. Council decision of Feb 11, 2022).	Yes No N/A	
Tenants Requesting Additional Assistance Please indicate whether tenant(s) have requested additional assistance above policy expectations, and specify what additional assistance will be provided. (See Policy Section 6.0)	Information meeting was held March 23, 2022.	Yes	

APPLICANT:

Please complete the following sections to confirm the details of the Tenant Assistance Plan:

How and when did you inform tenants of the rezoning or development application? (Please refer to Policy Section 3.4)	An all tenant meeting is scheduled for March 23 2022. Sommerville has provided tenants with introductory phone calls and letters along with the information requirements. The meeting was held on March 23. All tenants have been contacted regarding eligibility and rezoning.
How will you be communicating to tenants throughout the rezoning or development application (including decisions made by Council)? (Please refer to Policy Section 3.4)	Sommerville will communicate project progress to tenants and will be the point of contact for any questions. Sommerville will also maintain communication with tenants throughout the process.
What kind of resources will you be communicating to your tenants and how will you facilitate tenants in accessing these resources? (Please see the City's website for a list of resources)	Sommerville will offer 1-on-1 meetings virtually or over the phone due to Covid concerns. Tenants will be able to ask any questions in that setting. Tenants have received the city's request for assistance form and will be encouraged to complete the form prior to one on one (but not required).

Other comments (if needed):

Tenants will also be given the option of entering a Voluntary End of Tenancy agreement. Should a tenant come to such an agreement, this will be reflected in final reporting, including details related to compensation and right of first refusal (waived or not). Tenants wanting to access compensation, moving expenses, etc. under the TAP prior to approval will be considered.

At this time additional support need details are not collected. These details will be shared as tenants reply using the "Tenant Request For Assistance" form.

Units 21, 31, 35, 37, and 46 Rental Compensation will be determined based on the CMHC Rental Report as these rates are higher. For all other eligible tenants the existing rent rates shall be used as they are higher.

FINAL Tenant Assistance Plan Review - [For City Staff to complete]

Application reviewed by	Rory Stever		88 Crs. (\$200)	(City Staff) on	June 7, 2022	(Date)
Did the applicant meet	TAP policy?	Yes√	Nd	N/A		
Staff comments on final plan:	at 20% below ma	arket. Tenants w s agreed to prov	ill also be given vide frequent an	the option to move d regular commun	ation, moving expens a into an adjacent bu cation to tenants thro nal Assistance at Pu	llding on site. oughout the
			200 (200 (200 (200 (200 (200 (200 (200		THE STATE OF THE S	All Sections
			Particular and Control of the Contro	THE	Control of the Contro	
			200 - 100 -			