

**HOUSING AGREEMENT (1002 VANCOUVER STREET) 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 1002 Vancouver Street, 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 (1002 VANCOUVER STREET) BYLAW (2017)".**

**Agreement authorized**

- 2      The Mayor and the City Clerk are authorized to execute the Housing Agreement**
- (a)      substantially in the form attached to this Bylaw as Schedule A;
  - (b)      between the City and the 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 1002 Vancouver Street, Victoria, BC, legally described as:  
PID: 000-350-401      Lot 1, Victoria City, Plan 35568

READ A FIRST TIME the	<b>21<sup>st</sup></b>	day of	<b>September</b>	2017
READ A SECOND TIME the	<b>21<sup>st</sup></b>	day of	<b>September</b>	2017
READ A THIRD TIME the	<b>21<sup>st</sup></b>	day of	<b>September</b>	2017
ADOPTED on the		day of		2017

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, B.C. V8W 1P6

(the "City")

OF THE FIRST PART

AND:

**PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO BC0052129)**

Suite 1701 – 4555 Kingsway  
Burnaby, B.C. V5H V48

(the "Owner")

OF THE SECOND PART

**WHEREAS:**

- A. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 1002 Vancouver Street, Victoria, B.C. and legally described as:  
  
PID: 000-350-401  
LOT 1 VICTORIA CITY PLAN 35568  
  
(the "Lands");
- C. The Owner has applied to the City to rezone the Lands so that it can convert the existing building on the Lands into a residential building consisting of 78 supportive housing and 15 affordable rental units for persons over fifty-five (55) years of age;
- D. The City and the Owner intend to also register a section 219 covenant regarding the use of the Lands with respect to this application for rezoning;
- 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 supportive housing and affordable rental units for over fifty-five (55) years on the Lands, and to establish terms and conditions regarding the occupancy of the housing units.

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 Units**" means, collectively, the fifteen (15) self-contained residential dwelling units within the Development that contain cooking facilities, as shown on the plan attached as Schedule "A", and "**Affordable Unit**" means any of the Affordable Units;

"**BC Housing**" means the British Columbia Housing Management Commission;

"**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;

"**Development**" means the proposed renovation of the existing building on the Lands, which will include no more than seventy-eight (78) Supportive Housing Units and no more than fifteen (15) Affordable Units, and related facilities;

"**Dwelling Units**" means, collectively, all Affordable Units and Supportive Units located or to be located on the Lands, and "**Dwelling Unit**" means any of such Affordable Units or Supportive Units located or to be located on the Lands;

"**HILs**" means the annual Housing Income Limits that are determined from time to time by BC Housing and that apply to a particular Dwelling Unit, for example depending on whether the Dwelling Unit is a bachelor or a one-bedroom unit. The parties agree that for 2017, the HILs for Victoria are \$32,000 for a bachelor unit and \$37,000 for a one-bedroom unit;

"**Homeless**" means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis;

"**Immediate Family**" includes a person's husband, wife, child, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, niece, nephew, step-mother, step-father, step-sister and step-brother

"**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;

"**Non-owner**" means a person other than the Owner and other than a member of the Owner's Immediate Family, who occupies any of the Dwelling Units for residential purposes;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 9.3;

**"Qualified Occupant"** means an individual who satisfies all of the following conditions:

- (a) the individual is a Non-owner;
- (b) VAT screening data indicates that the individual has low to moderate support needs (for reference purposes only, in 2017, this is an overall score under 25),
- (c) the individual is Homeless, was Homeless within the last twelve (12) months, or becoming Homeless is an imminent and realistic risk, and the individual may also:
  - (i) have mental illness,
  - (ii) have developmental disabilities, or
  - (iii) experience other barriers to housing;
- (d) the individual has no known or apparent current problematic substance issues, particularly with intravenous drugs; and
- (e) the individual has no known predatory and/or violent behaviour patterns,

**"Support Services"** means support services for occupants, including 24 hour per day, 7 days per week staffing of the building of the Lands and a full-time client services worker to assist occupants including providing readily available life skills training and may also include accessible primary health care, mental health and/or recovery services and social and recreational opportunities;

**"Supportive Units"** means, collectively, the seventy-eight (78) residential units within the Development that do not contain cooking facilities, as shown on the plan attached as Schedule "A", and **"Supportive Unit"** means any of the Supportive Units;

**"Tenancy Agreement"** means a tenancy agreement regulated by the *Residential Tenancy Act*; and

**"VAT"** means the Vulnerability Assessment Tool for Determining Eligibility and Allocating Services and Housing for Adults Experiencing Homelessness, which was originally developed by the Downtown Emergency Service Center in Seattle, Washington, and revised by the Canadian Observatory on Homelessness in 2016, as amended or replaced from time to time.

## 1.2 In this Agreement:

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

## 2.0 NO RESTRICTIONS ON RENTALS

- 2.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 2.2 Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building

on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

- 2.3 For certainty, if the Lands or the Development on the Lands are subdivided under the *Strata Property Act*, the Dwelling Units within the Development may be occupied by the Owners of the strata lots.

### **3.0 DWELLING UNITS TO BE OCCUPIED ONLY BY THOSE OVER FIFTY-FIVE**

- 3.1 The Owner covenants and agrees that the Dwelling Units shall only be occupied by individuals aged fifty-five (55) years and over.

### **4.0 AFFORDABLE HOUSING**

- 4.1 The Owner covenants and agrees that the Affordable Units shall only be occupied and used in accordance with this Article 4.0.

- 4.2 Each of the Affordable Units shall only be occupied by a Non-owner or Non-owners under the terms of a Tenancy Agreement with a combined annual household income that is equal to or less than the HILs that apply to the particular Affordable Unit being occupied by such Non-owner or Non-owners. In the event that BC Housing ceases to determine HILs and such determination is not replaced by a similar publication, then the income limit with respect to an Affordable Unit shall be determined by reference to the last published HILs which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year BC Housing ceased determining HILs.

- 4.3 Monthly rent for each of the Affordable Units shall not exceed seventy percent (70%) of the Market Rent for the particular Affordable Unit being occupied.

- 4.4 A maximum of two Non-owners are permitted to occupy any Affordable Unit, and if two Non-owners occupy any Affordable Unit, they must be companions or spouses.

### **5.0 SUPPORTIVE HOUSING**

- 5.1 The Owner covenants and agrees that the Supportive Units shall only be occupied and used in accordance with this Article 5.0.

- 5.2 Each of the Supportive Units shall only be occupied by a Qualified Occupant under the terms of a Tenancy Agreement with an annual income that is equal to or less than the HILs that apply to a bachelor unit. In the event that BC Housing ceases to determine HILs and such determination is not replaced by a similar publication, then the income limit with respect to a bachelor unit shall be determined by reference to the last published HILs which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year BC Housing ceased determining HILs.

- 5.3 Monthly rent for each of the Supportive Units shall not exceed the current provincial shelter rate of the shelter allowance portion of BC income assistance plus ten percent (10%).

**5.4** The Owner shall ensure that the Support Services are provided to all occupants of the Supportive Units.

**5.5** A maximum of one individual is permitted to occupy any Supportive Unit.

## **6.0 REPORTING**

**6.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development, within fifteen (15) working days of receipt of a written request from the City, to provide a report in writing confirming the following:

- (a) all Dwelling Units are either being rented to Non-owners or vacant;
- (b) all Dwelling Units that are being rented or rented to individuals aged fifty-five (55) years and over;
- (c) all Affordable Units are being rented in accordance with Article 4.0; and
- (d) all Supportive Units are being rented in accordance with Article 5.0,

along with 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 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.

**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.

## 9.0 GENERAL PROVISIONS

### 9.1 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) or faxing, and
- (b) on the date of delivery if hand-delivered,

to the City:

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

Attention: Director of Sustainable Planning and  
Community Development  
Fax: 250-361-0386

to the Owner:

Suite 1701 – 4555 Kingsway  
Burnaby, BC V5H 4V8

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

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

- (b) notice sent by the impaired service is considered to be received on the date of delivery, and
- (c) 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 headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 9.6 LANGUAGE.** Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 9.7 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.
- 9.8 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.
- 9.9 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 9.10 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.
- 9.11 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.
- 9.12 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 9.13 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) relieves 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.
- 9.14 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.



**9.15 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by facsimile or emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**9.16 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 signatories: )

MAYOR \_\_\_\_\_ )

CITY CLERK \_\_\_\_\_ )

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

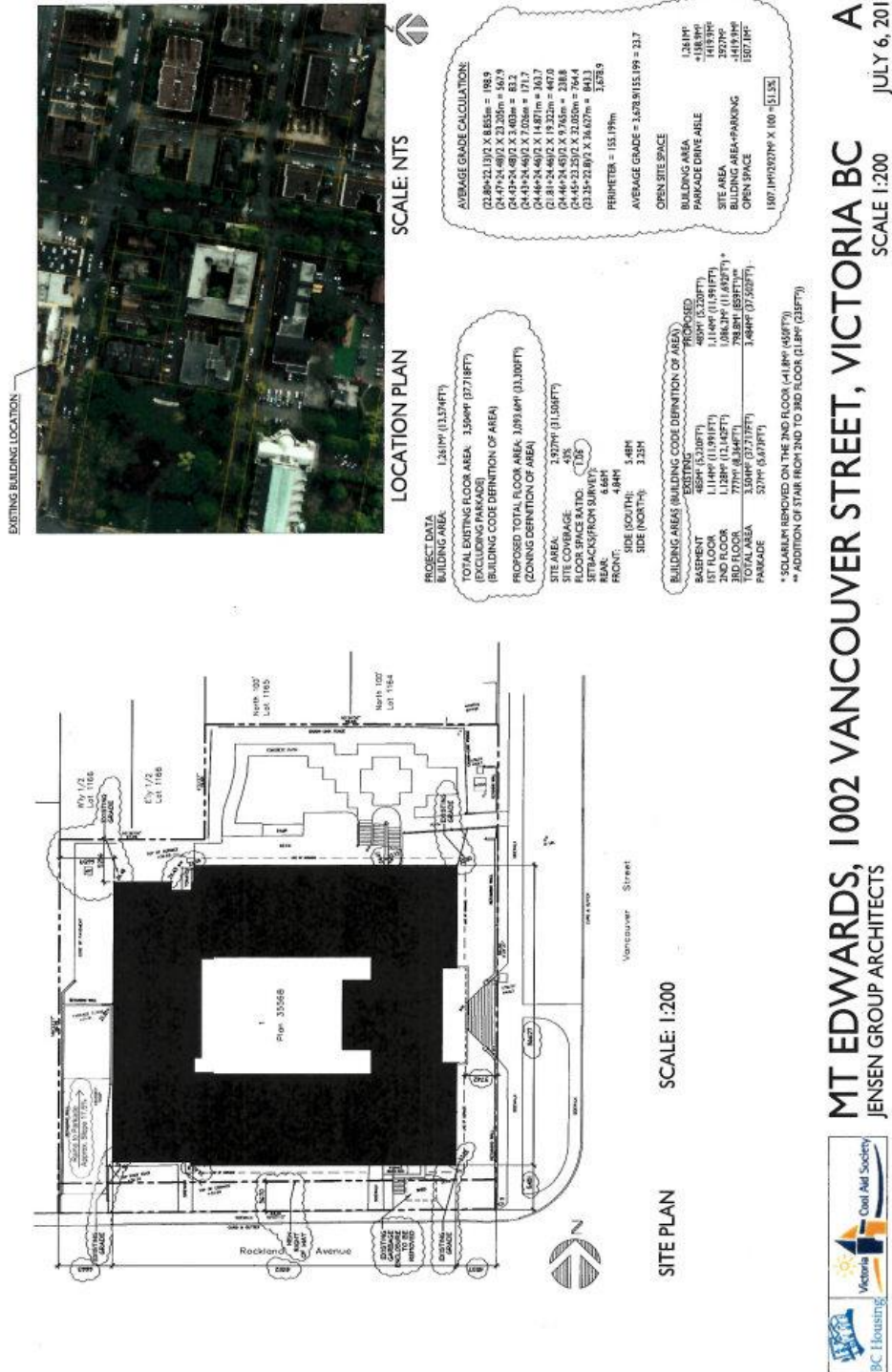
PROVINCIAL RENTAL  
HOUSING CORPORATION )  
by its authorized signatory(ies): )

Print Name: Craig Crawford )

Print Name: DAN MAXWELL )

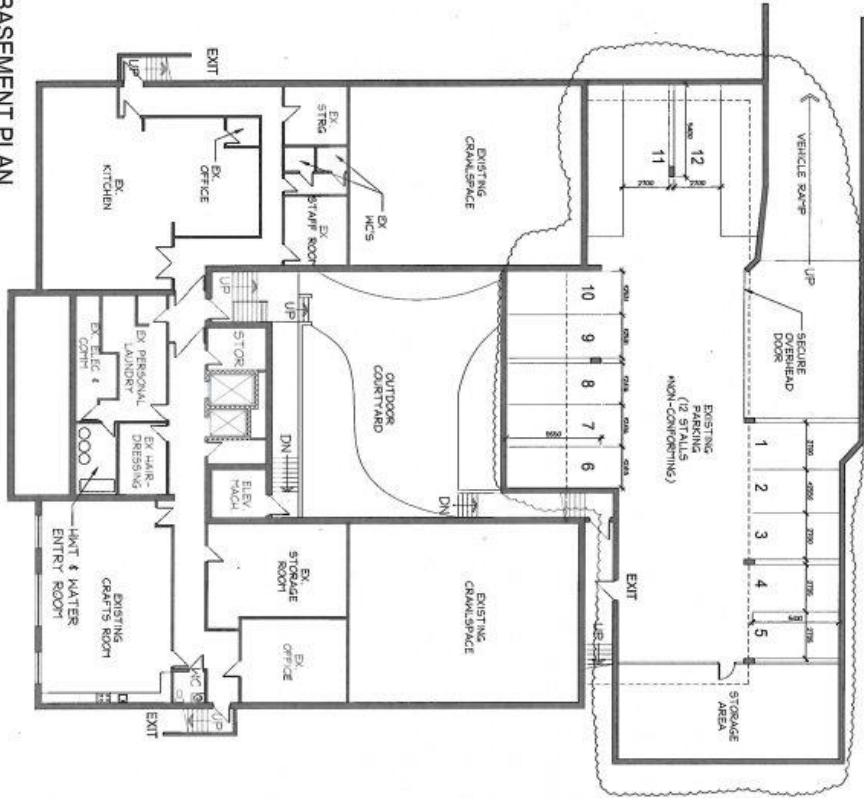
Date signed: Sept 20, 2017 )

## SCHEDULE A





EXISTING BASEMENT PLAN

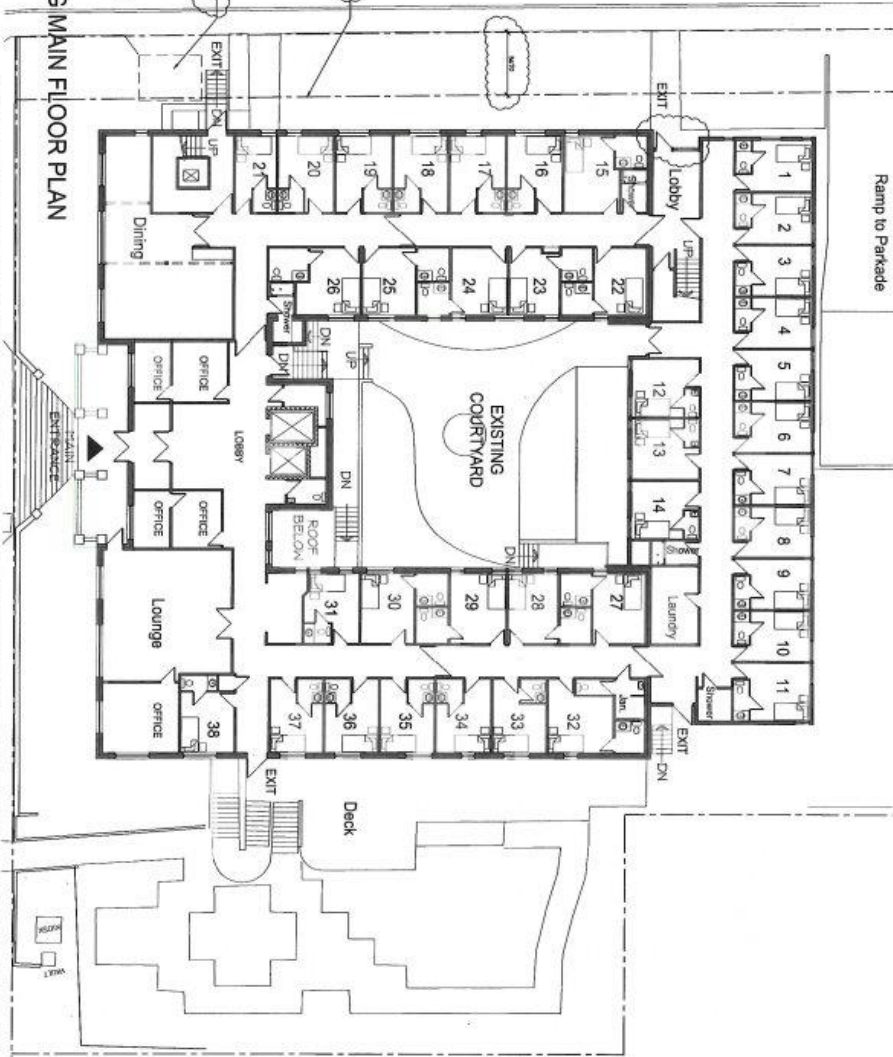


MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC  
JENSEN GROUP ARCHITECTS

SCALE 1:100

A2  
JULY 6, 2017

EXISTING MAIN FLOOR PLAN

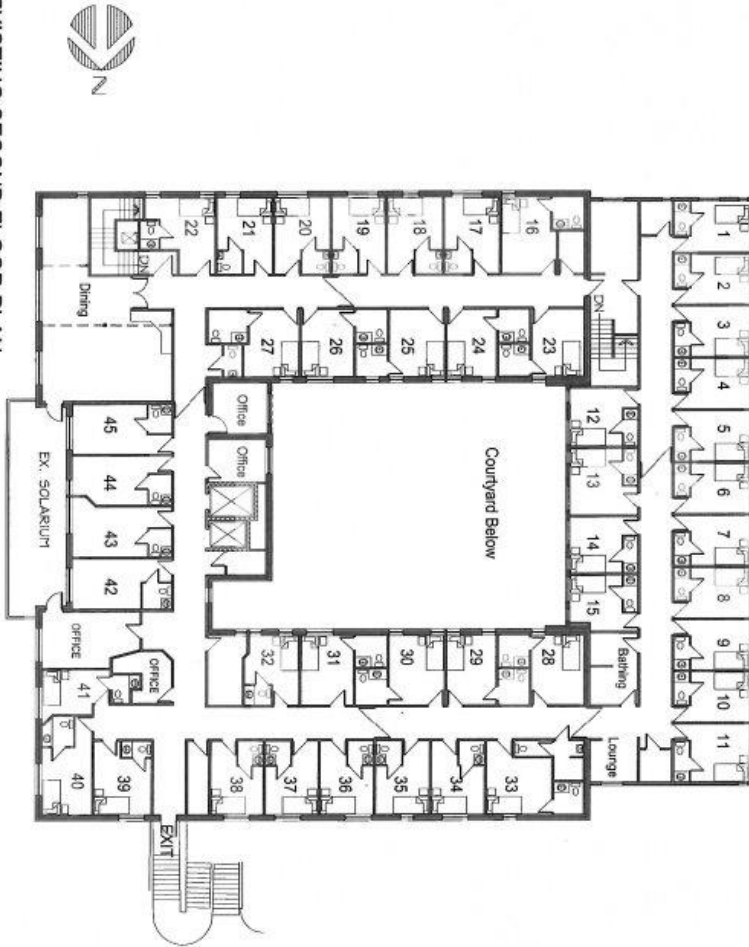


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**A3**  
JULY 6, 2017

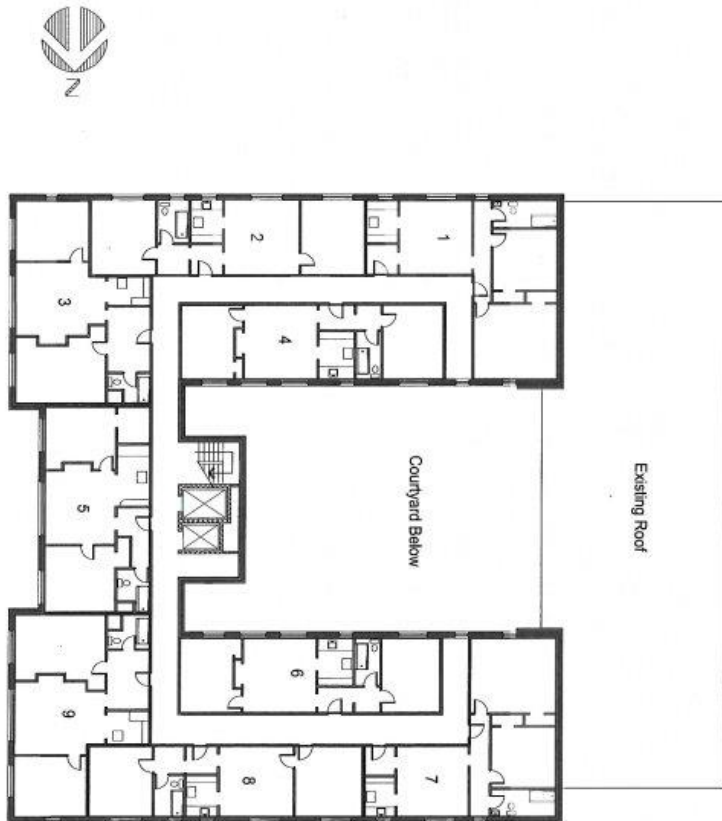
EXISTING SECOND FLOOR PLAN



MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC  
JENSEN GROUP ARCHITECTS

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A4  
JULY 6, 2017



EXISTING THIRD FLOOR PLAN

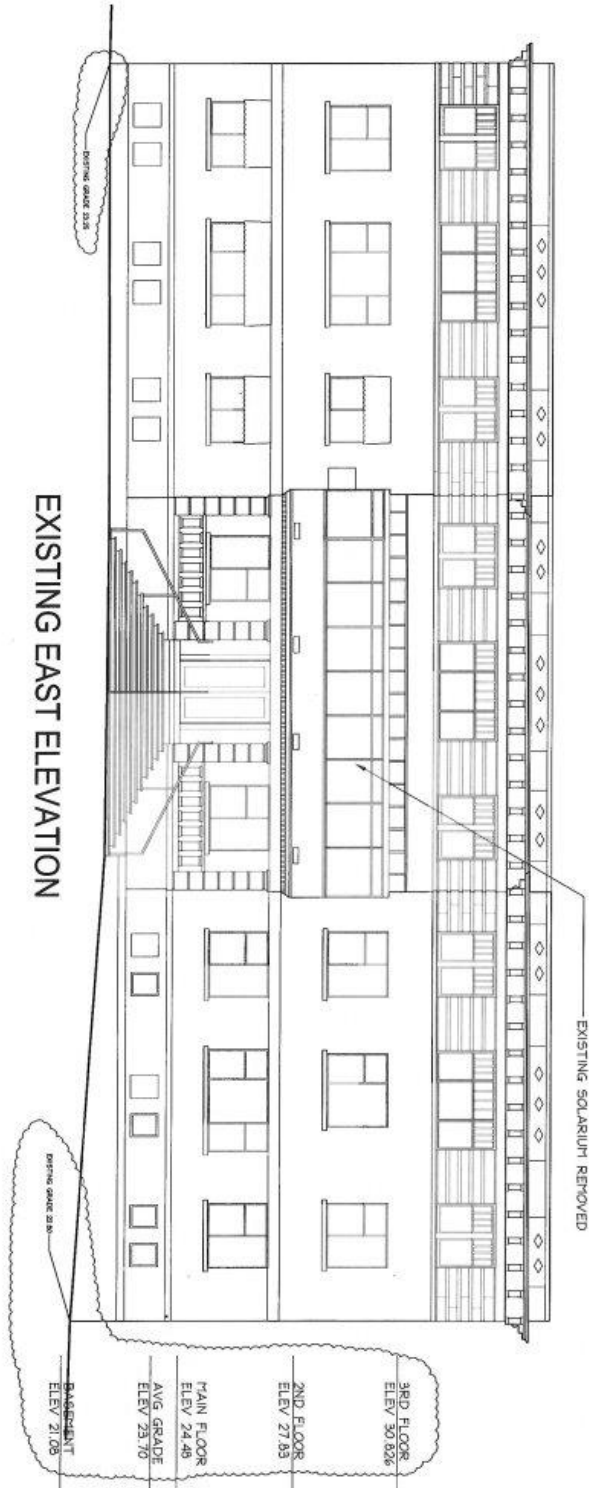


**MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC**  
 JENSEN GROUP ARCHITECTS

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**A5**  
 JULY 6, 2017

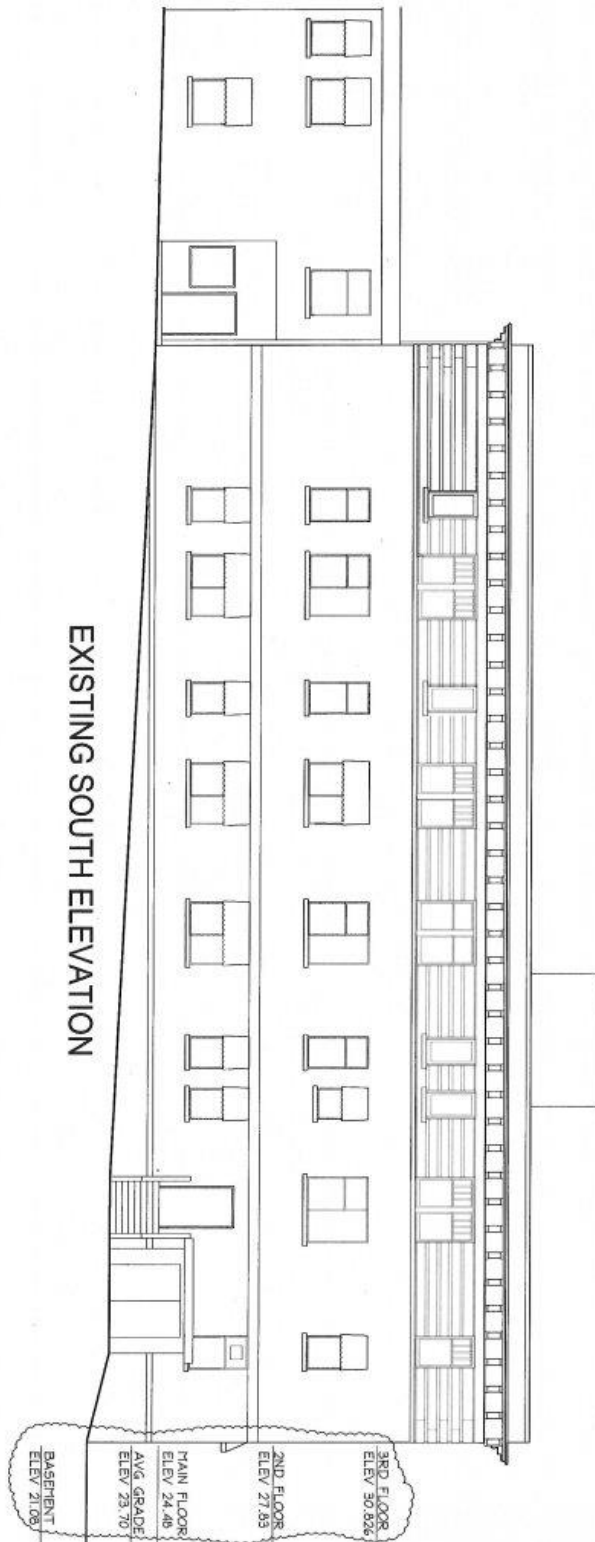




**MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC**  
 JENSEN GROUP ARCHITECTS

SCALE 1:50

**A6**  
 JULY 6, 2017



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JENSEN GROUP ARCHITECTS

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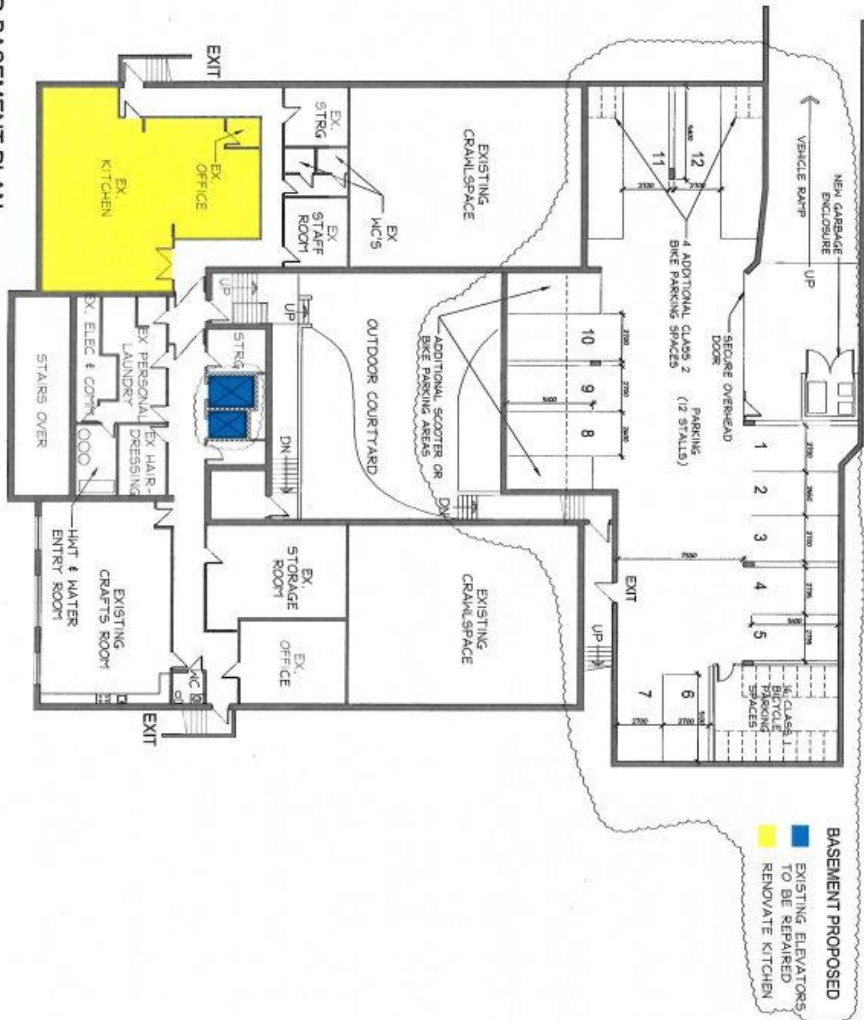
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JULY 6, 2017

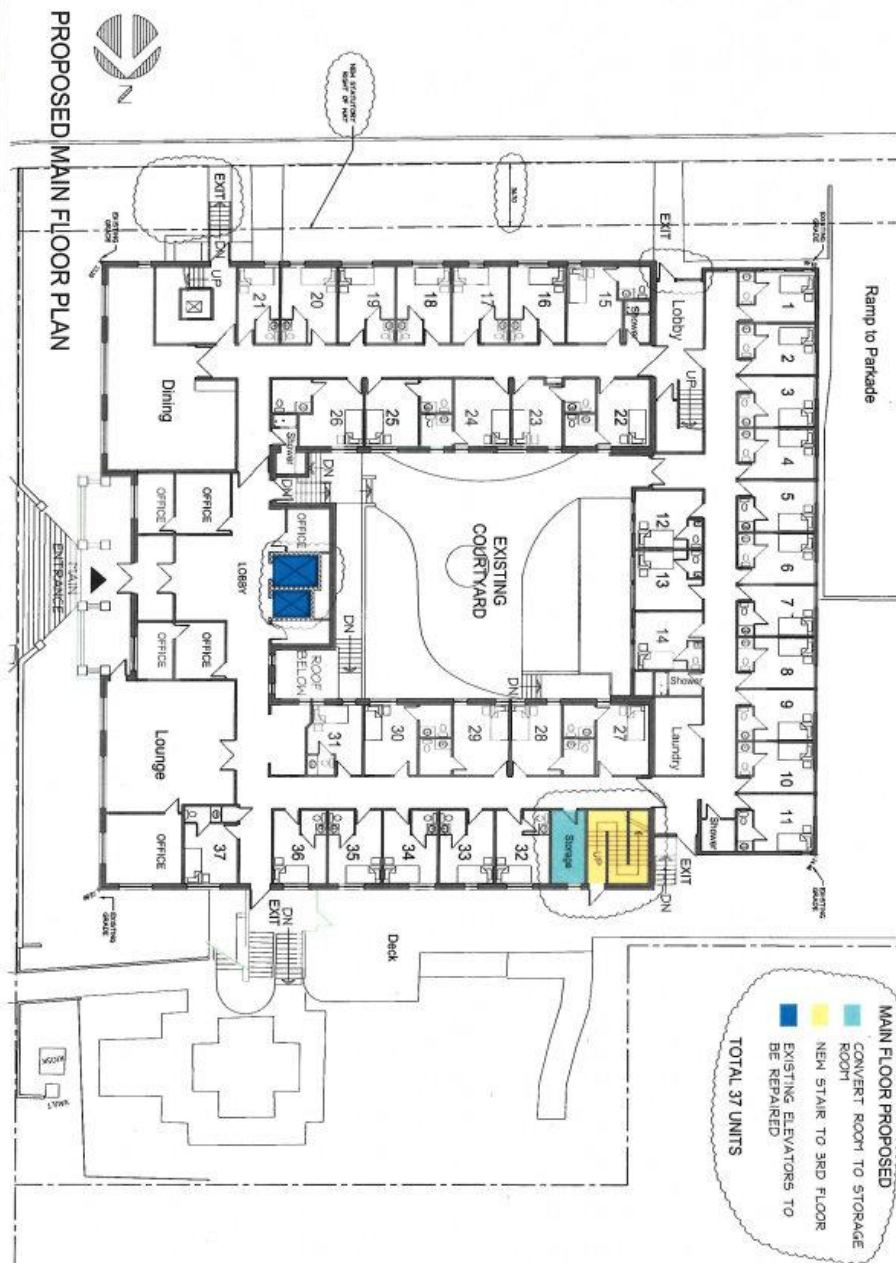


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JENSEN GROUP ARCHITECTS  
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**A8**  
JULY 6, 2017

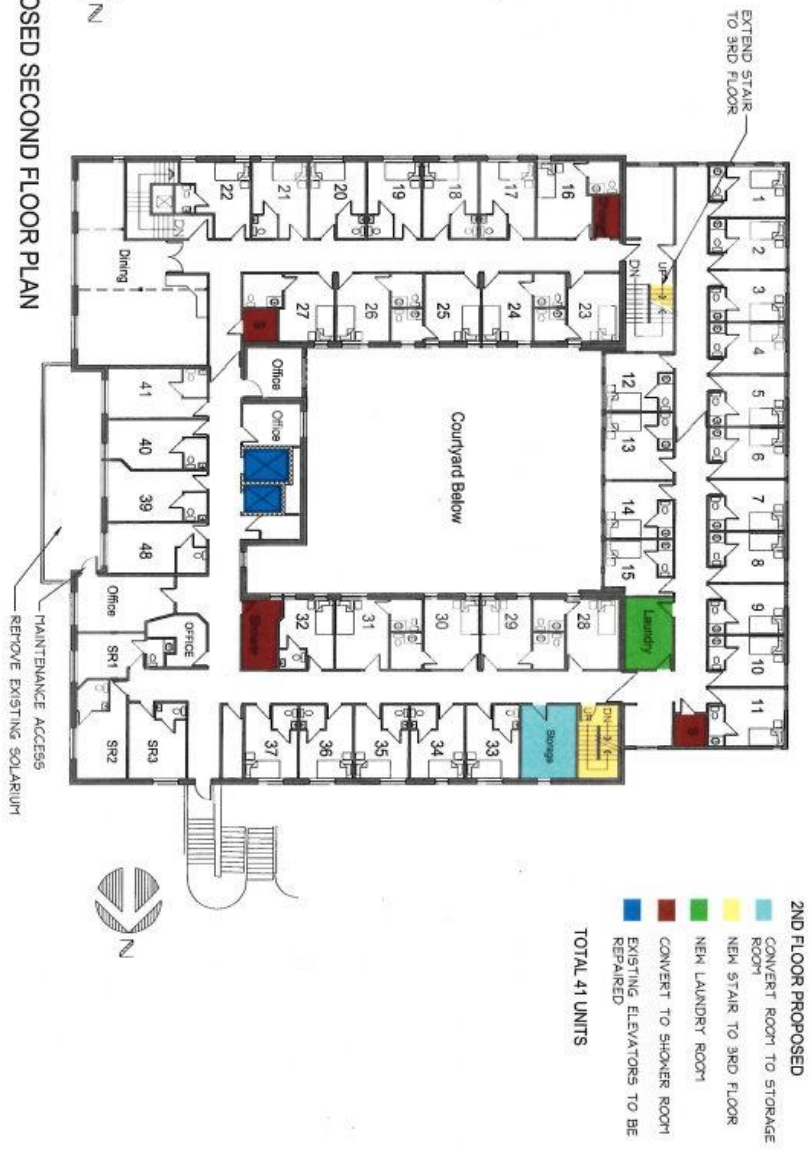




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**A10**  
JULY 6, 2017



PROPOSED THIRD FLOOR PLAN



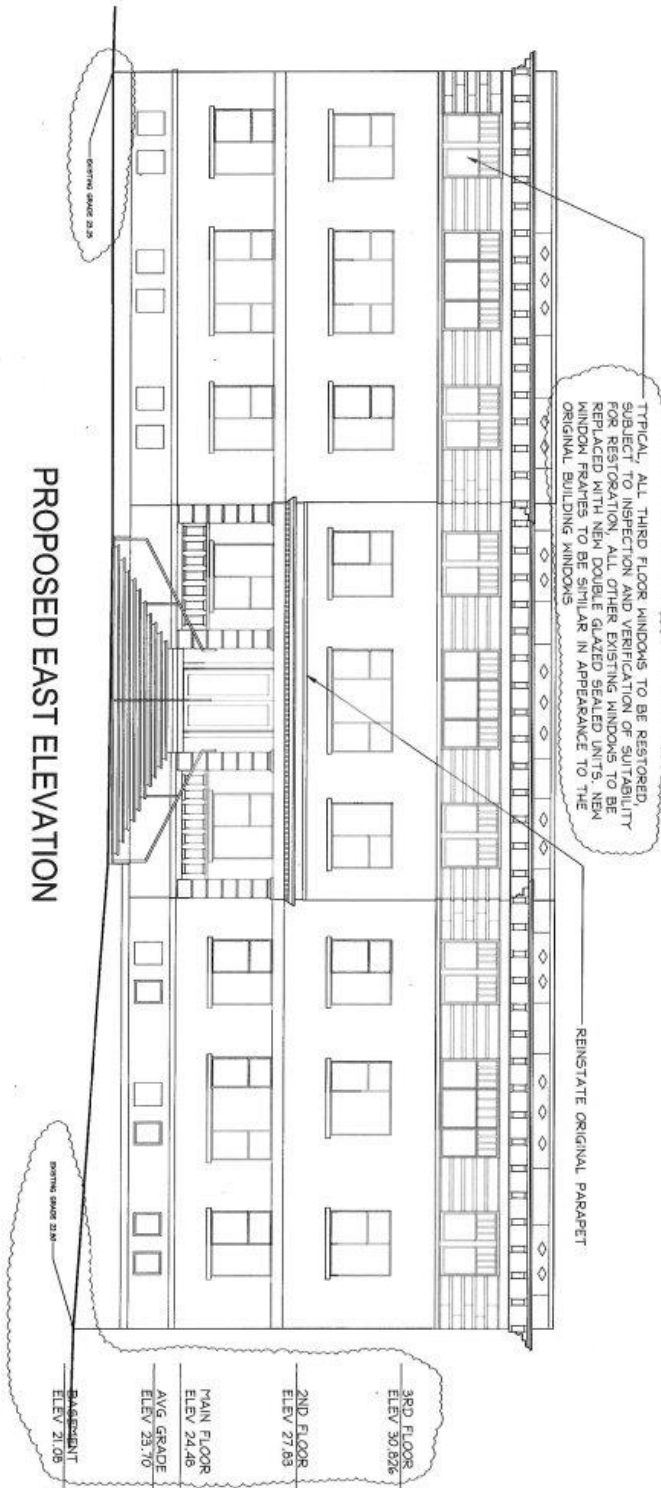
- 3RD FLOOR PROPOSED**
- NEW STAIR TO 3RD FLOOR
  - NEW LAUNDRY ROOM
  - CONVERT TO NEW 1 BEDROOM SUITE
  - CONVERT TO NEW STUDIO UNIT
  - EXISTING ELEVATORS TO BE REPAIRED
- TOTAL 15 UNITS**



**MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC**  
 JENSEN GROUP ARCHITECTS

SCALE 1:100

**A11**  
 JULY 6, 2017

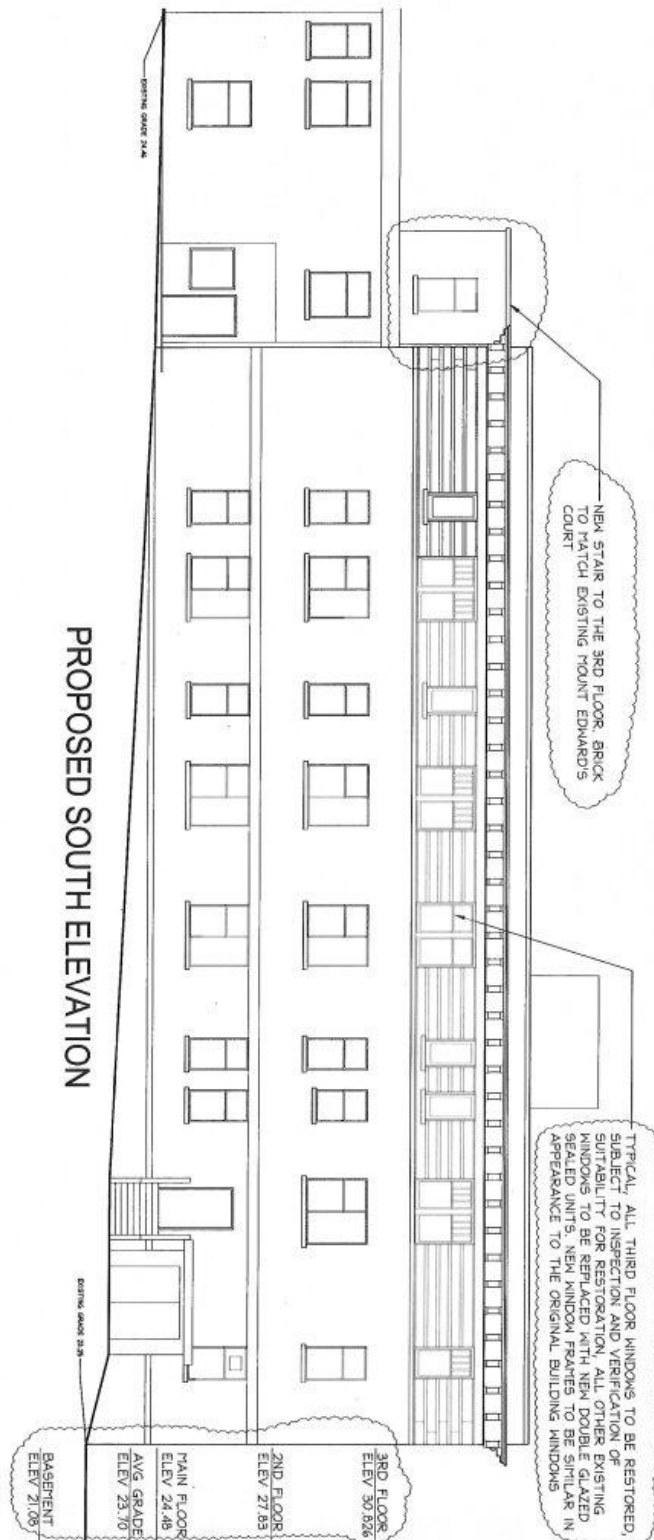


**MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC**  
JENSEN GROUP ARCHITECTS

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JULY 6, 2017

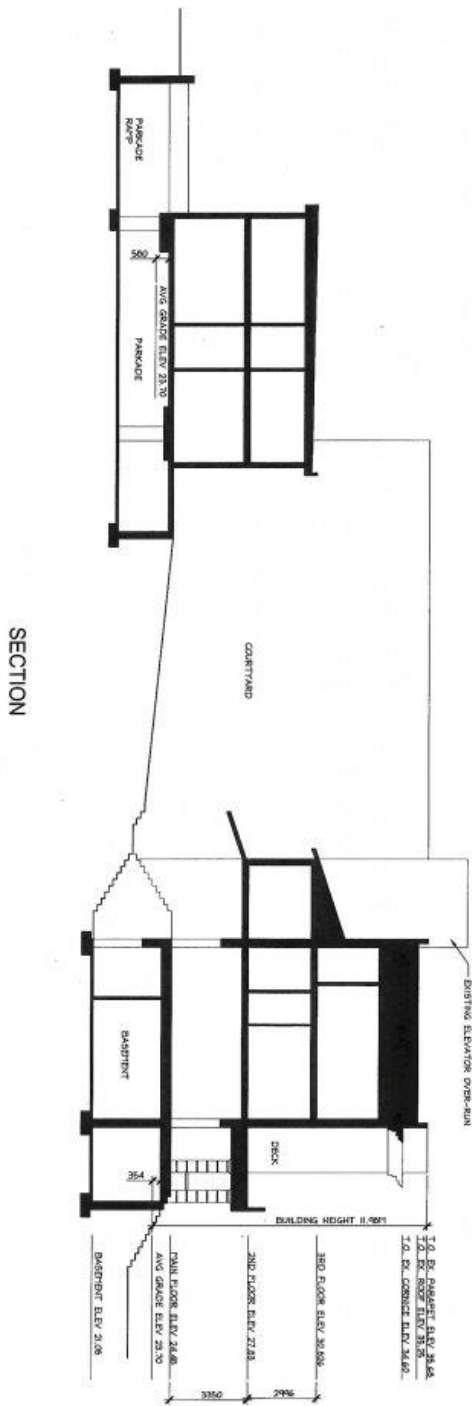




**MT EDWARDS, 1002 VANCOUVER STREET, VICTORIA BC**  
JENSEN GROUP ARCHITECTS

SCALE 1:50

**A13**  
JULY 6, 2017



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**JENSEN GROUP ARCHITECTS**

SCALE 1:75

**A14**  
 JULY 6, 2017