



Council Report

For the Meeting of July 23, 2015

To: Council **Date:** July 10, 2015

From: Brian Sikstrom, Senior Planner, Development Services Division

Subject: Request for an Amendment to Housing Agreement Bylaw No. 10-57 previously at 555-575 Pembroke Street (current address is 577 Pembroke Street, 2014 Government Street and 2018 Government Street) - Ground Floor Commercial Space at Pembroke Mews

RECOMMENDATION

That Council adopt Housing Agreement Amendment (2014 Government Street) Bylaw No. 15-062 to authorize the Mayor and Corporate Administrator to execute an Amendment to the Housing Agreement in the form attached.

EXECUTIVE SUMMARY

The purpose of this report is to advise Council of a request from the Greater Victoria Housing Society (GVHS) regarding the Pembroke Mews building at the northwest corner of Government Street and Pembroke Street.

In 2010, the owner of a single lot, which was then known as 555-575 Pembroke Street, entered into a Housing Agreement for affordable housing with the City. The entire lot was subject to the Agreement. Because that lot was subsequently subdivided and partially stratified, the Housing Agreement is binding on all owners of the subdivided lots and legal notations are registered against the strata titles accordingly.

All the affordable housing units, as constructed and contemplated in the Housing Agreement, are located on the second and third floors of the stratified building in what is now a single strata lot owned by the GVHS. Accordingly, the remaining ground-floor strata lots, which are used for commercial purposes, are subject to the Housing Agreement even though they do not contain any residential housing.

The GVHS is requesting that the Housing Agreement be amended so that the Housing Agreement applies only to that strata-title lot which contains residential units. One of the commercial strata-lots is in the process of being sold.

The property is covered by the CR-5 Zone, Commercial Residential Pembroke District, which was created for a stratified building and the neighbouring building next door. The Zone does not permit residential uses on the ground floor and there is no intention to permit ground-floor residential uses in future. Therefore, although the Housing Agreement currently applies to the

ground-floor strata lots and common property, the purposes of providing residential housing pursuant to the Housing Agreement do not apply to the ground-floor commercial strata lots.

Staff recommend that Council adopt Housing Agreement Amendment (2014 Government Street) Bylaw No. 15-062 to authorize the Mayor and Corporate Administrator to execute an amendment to Housing Agreement in the form attached.

Respectfully submitted,



Brian Sikstrom, Senior Planner
Development Services Division



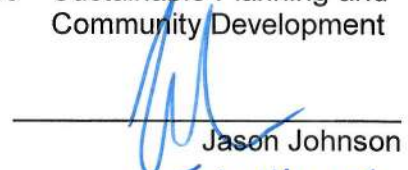
Alison Meyer, Assistant
Director, Development Services
Division



Jonathan Tinney, Director
Sustainable Planning and
Community Development

Report accepted and recommended by the City Manager:

Date:

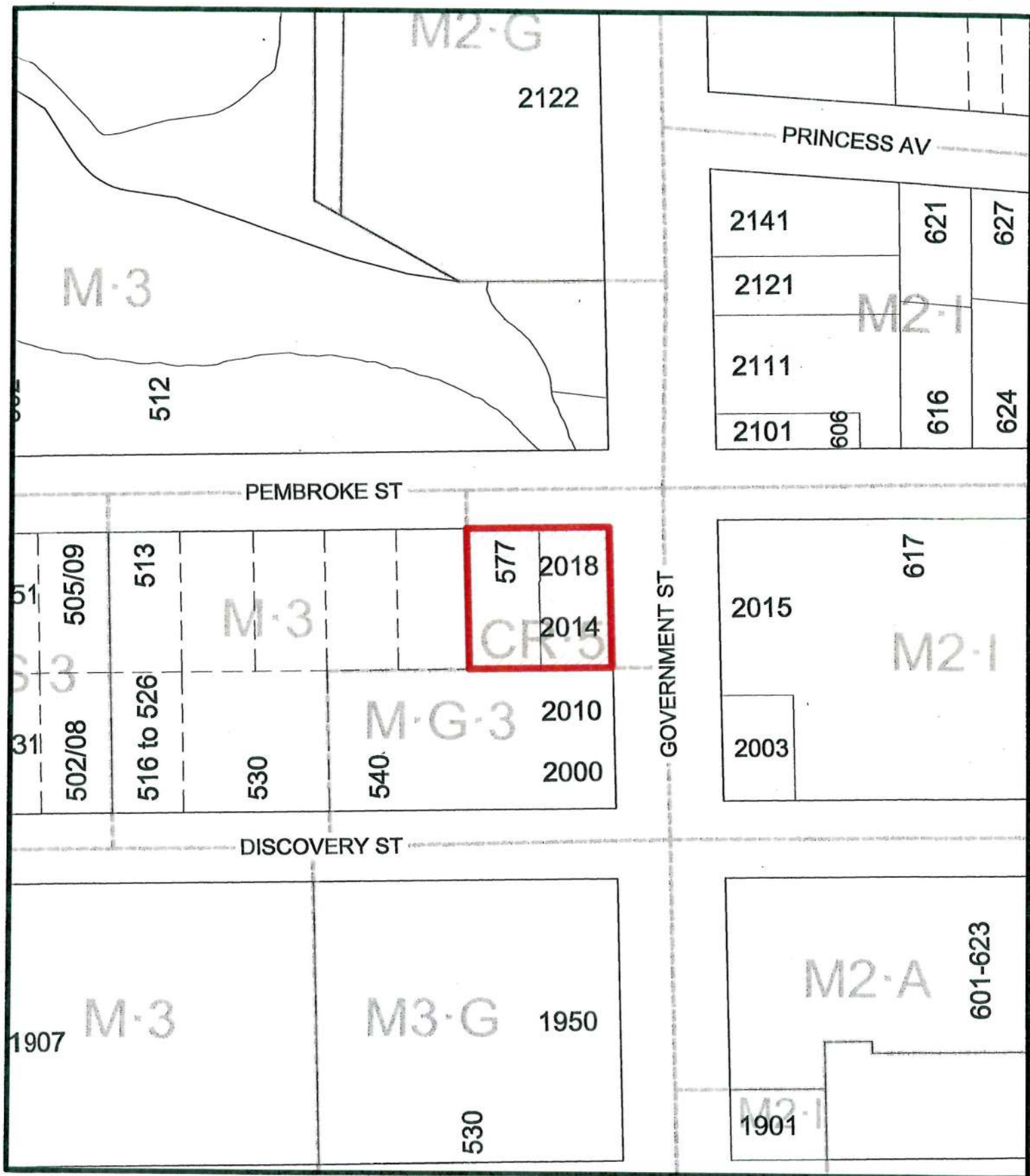

Jason Johnson
July 14, 2015

BMS:aw

S:\TEMPEST_ATTACHMENTS\PROSPERO\PL\REZ\REZ00250\FORMATTED 2014 GOVERNMENT STREET HOUSING AGREEMENT AMENDMENT COUNCIL REPORT (MM).DOC

List of Attachments

- Subject map
- Aerial map
- Letters from Lindsay R. LeBlanc of Cox Taylor dated July 8, 2015 (with attachments) and July 9, 2015
- Housing Agreement (555-575 Pembroke Street) Bylaw No. 10-57
- Housing Agreement Amendment (2014 Government Street) Bylaw No. 15-062.



577 Pembroke Street and
2014-2018 Government Street
Rezoning #00250
Housing Agreement #15-062





577 Pembroke Street and
2014-2018 Government Street
Rezoning #00250
Housing Agreement #15-062





COX TAYLOR
BARRISTERS | SOLICITORS | NOTARIES

Reply: Lindsay R. LeBlanc*
*Law Corporation
leblanc@coxtaylor.ca

File: G-741

July 8, 2015

by email: MMacLeodShaw@victoria.ca

City of Victoria
#1 Centennial Square
Victoria, British Columbia V8W 1P6

Attention: Moriah MacLeod-Shaw

Dear Madam:

Re: Greater Victoria Housing Society – Bylaw No. 10-057, Housing Agreement

Further to our telephone conversation on July 6, 2015 we are providing you with further details in connection with the above Bylaw:

1. Housing Agreement issued on November 25, 2010.
2. Strata Plan of Lot 2 of Lots 518 and 519, Victoria City, Plan VIP88587 was filed in the Victoria Land Title Office on October 19, 2011 under Strata Plan VIS7114, a copy of which is enclosed. As a result of the filing of Strata Plan VIS7114, Strata Lots 1, 2 and 3 were created.
3. 577 Pembroke Street (commercial space) legally described as Parcel Identifier: 028-693-655, Strata Lot 1 of Lots 518 and 519 Victoria City Strata Plan VIS7114 ("Strata Lot 1").
4. 2018 Government Street (commercial space) legally described as Parcel Identifier: 028-693-680, Strata Lot 2 of Lots 518 and 519 Victoria City Strata Plan VIS7114 ("Strata Lot 2").
5. 2014 Government Street (residential space) legally described as Parcel Identifier: 028-693-698, Strata Lot 3 of Lots 518 and 519 Victoria City Strata Plan VIS7114 ("Strata Lot 3").
6. Notice of Housing Agreement issued November 25, 2010, dated April 3, 2014 and filed April 8, 2014 in the Victoria Land Title Office under No. FB478543 (the "Notice").

We advise that our client sold Strata Lot 1 and Strata Lot 2 to 0926090 B.C. Ltd. Strata Lot 1 and Strata Lot 2 are commercial units located on the ground floor of the building. Strata Lots 1

Victoria

T 250.388.4457
F 250.382.4236

Vancouver

T 604.678.1207
F 604.678.1208

Burnes House, 3rd Floor, 26 Bastion Square
Victoria, British Columbia Canada V8W 1H9

www.CoxTaylor.ca

and 2 are in a different bylaw section than Strata Lot 3 and these commercial strata lots are not residential in nature. By way of further background, 0926090 B.C. Ltd. is owned by John Knappett who originally donated the property to the Greater Victoria Housing Society.

Our client owns Strata Lot 3 which has 25 apartments located therein and those apartments are run by our client as "non-subsidized" housing described as "Pembroke Mews", a copy of an excerpt from their website is attached for your reference.

We have been advised by our client that the owner of Strata Lot 1 is selling the same and has requested our client to attend to the release of the Notice on Strata Lot 1. For convenience, we would also ask for a release of the Notice from Strata Lot 2 at the same time. We understand that the removal of the Housing Condition is a condition of the Sale of Strata Lot 1.

As advised in our June 3, 2015 letter, it is our understanding that the Notice should only be registered over Strata Lot 3.

Yours very truly,

COX TAYLOR

Per:

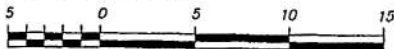

Lindsay R. LeBlanc*
*Law Corporation

LRL/jkr
enclosures

cc: client (without attachments)

**Strata Plan Of Lot 2
of Lots 518 and 519,
Victoria City, Plan VIP88587.**

BCGS 92B 044



The intended plot size of this plan is 432mm in height by 280mm in width (B size) when plotted at a scale of 1:250

Distances are in metres, unless otherwise indicated.

Integrated Survey Area No. 17, The City of Victoria, NADB3(CSRS).

Grid bearings are derived from observations between geodetic control monuments 17-99 & 17-106.

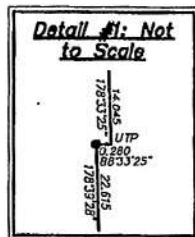
This plan shows horizontal ground-level distances except where otherwise noted. To compute grid distances, multiply ground-level distances by combined factor 0.9996108.

Legend:

- Ⓐ Denotes Control Monument Found
- Denotes Standard Iron Post Found
- Denotes Lead Plug Found
- C Denotes Common Property
- LCP Denotes Limited Common Property
- PL Denotes Port
- UTP Denotes Unable To Post

Note: This plan shows one or more witness posts which are not set on the true corners.

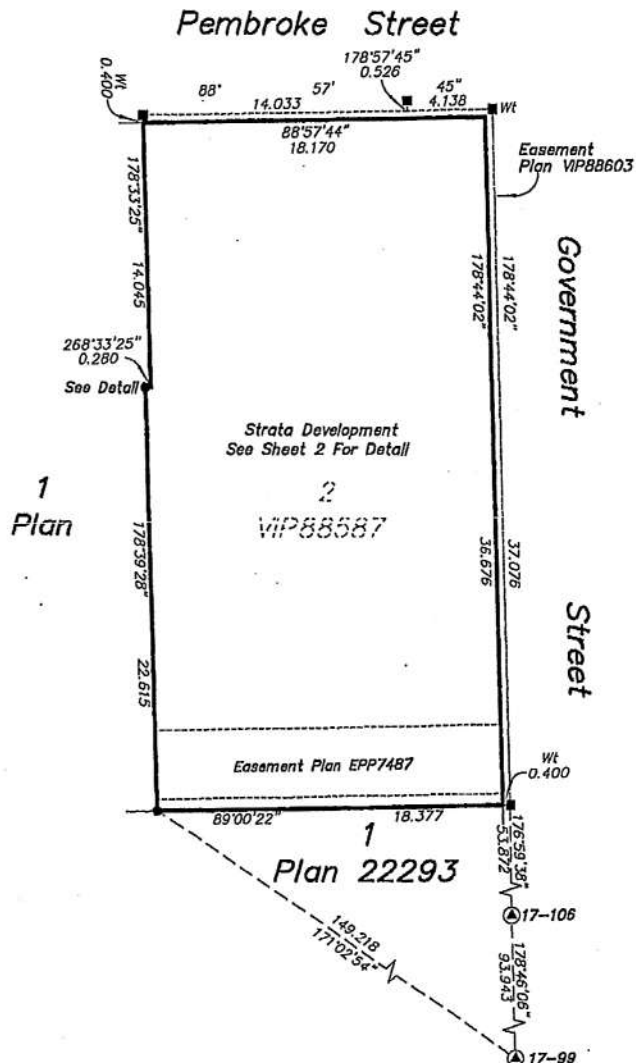
Civic Address:
To be determined



Sheet 1 of 6 Sheets
Strata Plan VIS 7114

Deposited and registered in the Land Title Office at Victoria, B.C.
this 19 day of October 2011.

C. MacDonald per MB
Registrar
FB439696



I, Richard J. Way, a British Columbia Land Surveyor, certify:

- that the building shown on this strata plan is within the external boundaries of the land that is the Strata Plan subject to clause 2 of this endorsement.
- that certain parts of the building are not within the external boundaries but appropriate and necessary easements or other interests are registered under FB395852, as set out in section 244(1)(f) of the Strata Property Act.

Dated this 5th day of August, 2011.

BCLS

Endorsement of Non-Occupancy

I, Richard J. Way, British Columbia Land Surveyor, certify that the building included in this strata plan has not, as of the 5th day of August, 2011, been previously occupied.

BCLS

I, Richard J. Way, a British Columbia Land Surveyor, certify that I was present at and personally supervised the survey represented by this plan, and that the survey and plan are correct. The field survey was completed on the 5th day of August, 2011. The plan was completed and checked, and the checklist filed under #126095, on the 5th day of August, 2011.

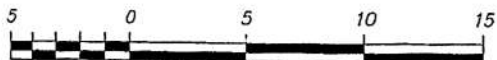
BCLS

This Plan lies within
Capital Regional District
and City of Victoria.

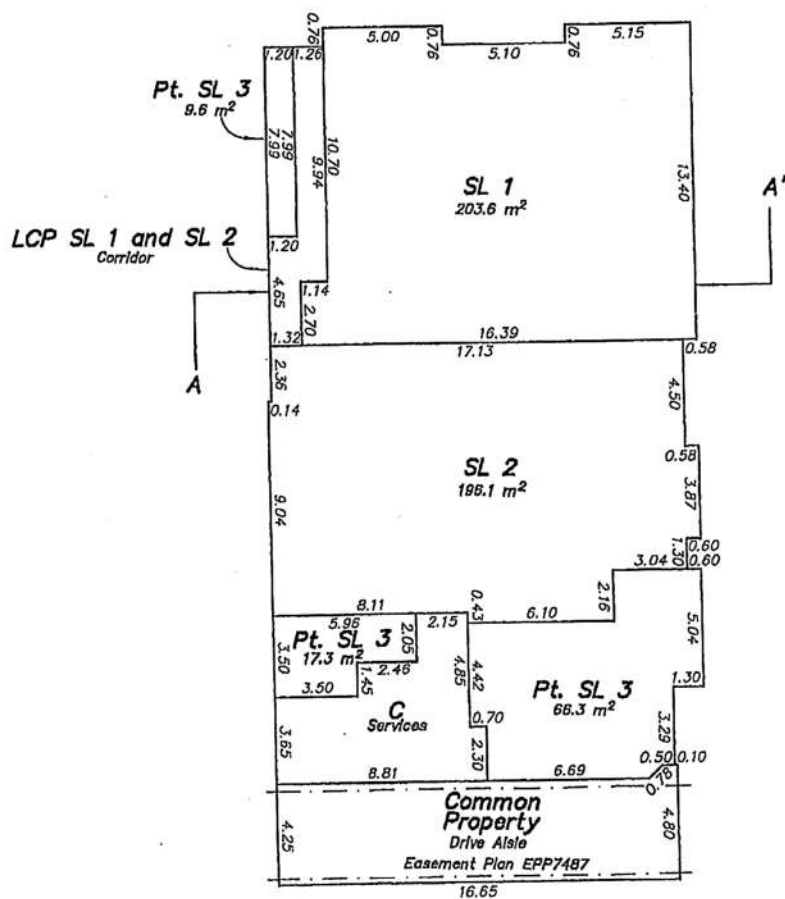
RICHARD J. WEY & ASSOCIATES
Land Surveying Inc.
www.weysurveys.com
#4-2227 James White Boulevard
Sidney, BC V8L 1Z3
Telephone (250) 656-5155
File: B0135A\STR\BM

Ground Floor

Sheet 3 of 6 Sheets
Strata Plan VIS 7114



Scale = 1:200



All balconies and patios are defined as to height by the centre of the floor above or its extensions, or where there is no floor above by the average height of a strata lot within the same building, unless otherwise indicated.

DATED

This 5th day of August, 2011.

BCLS

RICHARD J. WEY & ASSOCIATES

Land Surveying Inc.

www.weysurveys.com

#4-2227 James White Boulevard

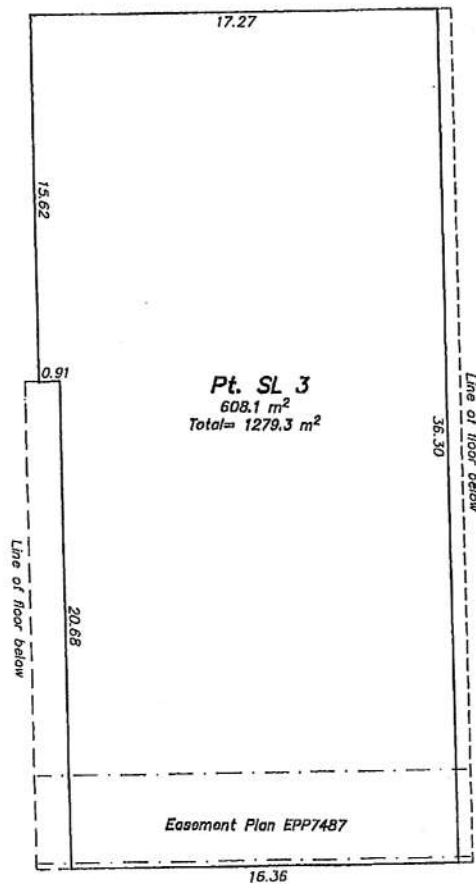
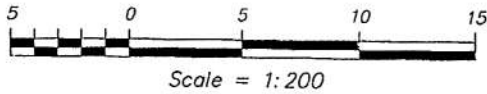
Sidney, BC V8L 1Z5

Telephone (250) 656-5155

File: 80135\STR\BM

Second Floor

Sheet 4 of 6 Sheets
Strata Plan VIS 7114



DATED

This 5th day of August, 2011.

BCLS

RICHARD J. WEY & ASSOCIATES

Land Surveying Inc.

www.weysurveys.com

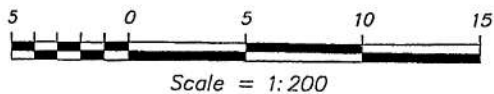
#4-2227 James White Boulevard

Sidney, BC V8L 1Z5

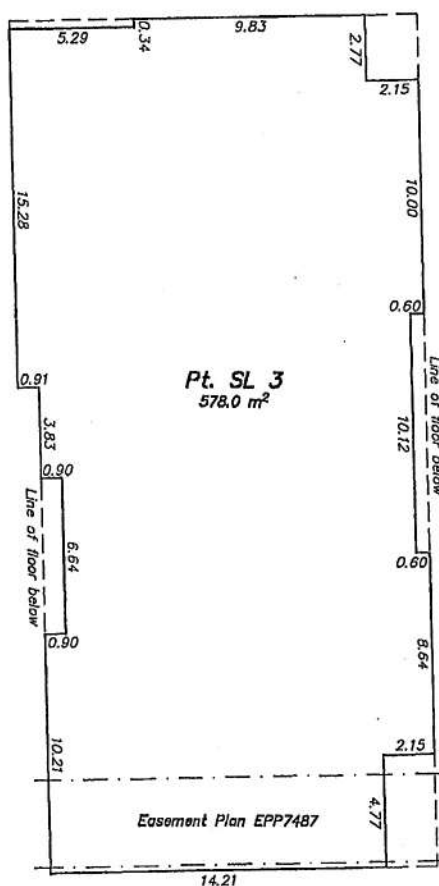
Telephone (250) 656-5155

File: 80135\STR\BM

Third Floor



Sheet 5 of 6 Sheets
Strata Plan VIS 7114



DATED

This 5th day of August, 2011.

BCLS

RICHARD J. WEY & ASSOCIATES

Land Surveying Inc.

www.weysurveys.com

#4-2227 James White Boulevard

Sidney, BC V8L 1Z5

Telephone (250) 656-5155

File: 80135\STR\BM

Section

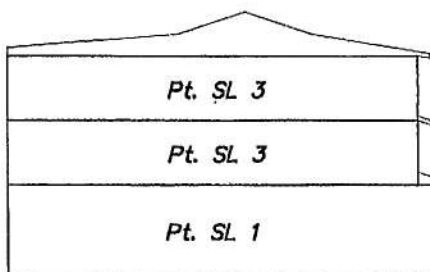


Scale = 1:200

Sheet 6 of 6 Sheets
Strata Plan VIS 7114



Section A-A'



DATED

This 5th day of August, 2011.

BCLS

RICHARD J. WEY & ASSOCIATES

Land Surveying Inc.

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#4-2227 James White Boulevard

Sidney, BC V8L 1Z5

Telephone (250) 656-5155

File: 80135\STR\BM



COX TAYLOR

BARRISTERS | SOLICITORS | NOTARIES

Reply: Lindsay R. LeBlanc*
*Law Corporation
leblanc@coxtaylor.ca

File: G-741-31

July 13, 2015

by email: MMacLeodShaw@victoria.ca

City of Victoria
#1 Centennial Square
Victoria, British Columbia V8W 1P6

Attention: Moriah MacLeod-Shaw

Dear Madam:

Re: Greater Victoria Housing Society – Bylaw No. 10-057, Housing Agreement

We advise that our client, Greater Victoria Housing Society, requests an amendment to the Housing Agreement in order to facilitate the removal of the Housing Agreement Notice from the following properties:

1. 577 Pembroke Street legally described as Parcel Identifier: 028-693-655, Strata Lot 1 of Lots 518 and 519 Victoria City Strata Plan VIS7114.
2. 2018 Government Street legally described as Parcel Identifier: 028-693-680, Strata Lot 2 of Lots 518 and 519 Victoria City Strata Plan VIS7114.
3. 555 Pembroke Street legally described as Parcel Identifier: 028-425-618, Lot 1 of Lots 518 and 519 Victoria City Plan VIP888587.
4. Common Property of Strata Plan VIS7114.

The Housing Agreement Notice is to remain on the following property:

- (a) 2014 Government Street legally described as Parcel Identifier: 028-693-698, Strata Lot 3 of Lots 518 and 519 Victoria City Strata Plan VIS7114.

Yours very truly,

COX TAYLOR

Per:

For: 
Lindsay R. LeBlanc*
*Law Corporation

LRL/lkr

cc: Craig Beveridge, by email
client

Victoria

T 250.388.4457
F 250.382.4236

Vancouver

T 604.678.1207
F 604.678.1208

Burnes House, 3rd Floor, 26 Bastion Square
Victoria, British Columbia Canada V8W 1H9

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HOUSING AGREEMENT (555 - 575 PEMBROKE STREET) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the land known as 555 - 575 Pembroke Street, Victoria, BC.

Under its statutory powers, including section 905 of the *Local Government Act*, the Municipal Council of the City of Victoria enacts the following provisions:

Title

- 1** This Bylaw may be cited as the "HOUSING AGREEMENT (555 - 575 PEMBROKE STREET) BYLAW.

Agreement authorized

- 2** The Mayor and the City's Corporate Administrator are authorized to execute the Housing Agreement,

- (a) substantially in the form attached to this Bylaw as Schedule A;
- (b) between the City and 555 Holdings Ltd., or other registered owner from time to time, of the land described in subsection (c);
- (c) that applies to the lands known as 555 - 575 Pembroke Street, legally described as

PID 002-268-655

Lot A of Lots 518 and 519, Victoria, Plan 11408.

READ A FIRST TIME the **19th** day of **August,** 2010.

READ A SECOND TIME the **19th** day of **August,** 2010.

READ A THIRD TIME the **19th** day of **August,** 2010.

ADOPTED on the **25th** day of **November,** 2010.

"ROBERT G. WOODLAND"
CORPORATE ADMINISTRATOR

"DEAN FORTIN"
MAYOR

HOUSING AGREEMENT
(Pursuant to Section 905 of the *Local Government Act*)

THIS AGREEMENT is made the 25th day of November, 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

#1 Centennial Square
Victoria, B.C.
V8W 1P6
(the "City")

OF THE FIRST PART

AND:

555 HOLDINGS LTD. (INC. NO. BC0810428)

555 Pembroke Street
Victoria, B.C.
V8T 1H3
(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. Under section 905 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 905(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 555 – 575 Pembroke Street, Victoria, B.C. and legally described as:

PID 002-268-655
Lot "A" of Lots 518 and 519, Victoria City, Plan 11408

(the "Lands");

4316

- C. The Owner has made application to the City to rezone the Lands as set out in City of Victoria Zoning Regulation Bylaw, Amendment Bylaw (No. 894) – No. 10-016 (the "**Rezoning Bylaw**");
- D. The City and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 905 of the *Local Government Act*, to secure the agreement of the Owner to provide adaptable housing as defined herein, and that a total of twenty-five (25) dwelling units within the Development on the Lands will be used and held only as rental housing.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"Accessibility" means the ability of residential design to accommodate the physical ability of a resident.

"Adaptable Unit" means a residential unit that meets or exceeds the "Basic Adaptable Housing" standards, attached hereto as Schedule "A", all to the satisfaction of the Director of Planning and Development.

"Affordable Unit" means a Dwelling Unit that is used for rental housing in accordance with Article 3.0 of this Agreement.

"Development" means the development and use of the Lands as a twenty-five (25) unit apartment building.

"Dwelling Units" means the twenty-five (25) self-contained dwelling units within the Development as shown on the plan attached as Schedule "B".

"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 and nephew.

"Non-owner" means a person who occupies a Dwelling Unit for residential purposes, other than the Owner of that Dwelling Unit, and other than a member of the Owner's Immediate Family.

"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 7.3.

"Strata Corporation" means, for the Lands or a building on the Lands that are subdivided under the *Strata Property Act*, a strata corporation as defined in that Act.

"Tenancy Agreement" has the same meaning as under the *Residential Tenancy Act*.

2.0 Dwelling Units to Be Used and Occupied Only as Rental Units

- 2.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.
- 2.2 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 the Development a building on the Lands unless the strata bylaws in no way restrict rental of the Dwelling Units to Non-owners.

3.0 Affordable Housing

- 3.1 The Owner must rent the Dwelling Units as Affordable Units in accordance with this Article 3.0.
- 3.2 Each of the Affordable Units shall only be occupied by a Non-owner (and immediate family members) whose annual income is no more than 20% above the Housing Income Limits ("HILs") as published from time to time by the British Columbia Housing Management Commission (B.C. Housing). For reference purposes only, the parties agree that the 2010 HILs for Victoria are \$26,000.00 for a bachelor unit and \$31,000.00 for a one bedroom unit.
- 3.3 The monthly rent charged to a tenant for an Affordable Unit that is a bachelor unit shall not exceed 30% of the total of: the then current HILs for a bachelor unit plus 20% of that HILs.
- 3.4 The monthly rent charged to a tenant for an Affordable Unit that is a one bedroom unit shall not exceed 30% of the total of: the then current HILs for a one bedroom unit plus 20% of that HILs.
- 3.5 If HILs cease to be published by B.C. Housing or are not replaced by a similar measure that is acceptable to the City, the rent charged to the tenant of an Affordable Unit may be adjusted annually commencing from the time HILs cease to be published, in accordance with the average increase in the Consumer Price Index All-Items Inventory for Victoria, British Columbia, published by Statistics Canada, over the then most recent twelve month period for which data is available, subject always to any restrictions on rental increases under the *Residential Tenancy Act*.

4.0 Adaptable Housing

- 4.1 The Owner must incorporate and construct Accessibility features into the Development so that a minimum of six (6) of the Dwelling Units are Adaptable Units.
- 4.2 The Owner must ensure that all driveways and common areas on the Lands and in the Development are designed and maintained for use by Adaptable Unit occupants.

5.0 Reporting

- 5.1 The Owner covenants and agrees to provide to the City's Director of Planning and Development, on the date an occupancy permit is applied for, and on February 1st of each year following the issuance of the occupancy permit, a report in writing setting out the following:
 - (a) the number, type and location by strata lot number, of Dwelling Units that are being rented to Non-owners;
 - (b) the number, type, and location by suite number, of Adaptable Units developed and maintained, including identification of any units modified so they no longer meet the definition of Adaptable Unit under section 1.0 of this Agreement;
 - (c) if a strata plan has been deposited in respect of the Lands, any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.
- 5.2 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.

6.0 Notice to be Registered in Land Title Office

- 6.1 Notice of this Agreement will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 905 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.

7.0 General Provisions

Notice

- 7.1 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, B.C.
V8W 1P6
Attention: Director or Planning and Development
Fax: 250-361-0386

to the Owner:

555 Holdings Ltd.
555 Pembroke Street
Victoria, B.C.
V8T 1H3

or upon registration of a strata plan for the Lands, to the Strata Corporation.

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,

- (a) notice sent by the impaired service is considered to be received on the date of delivery, and
- (b) 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.

Time

7.2 Time is to be the essence of this Agreement.

Binding Effect

7.3 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 905(6) of the *Local Government Act*, this Agreement 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.

Waiver

- 7.4 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.

Headings

- 7.5 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.

Language

- 7.6 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.

Cumulative Remedies

- 7.7 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.

Entire Agreement

- 7.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

- 7.9 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.

Amendment

- 7.10 This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.

Law Applicable

- 7.11 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.


Rezoning Bylaw

The parties agree that, if after execution of this Agreement, the Rezoning Bylaw is not adopted, then this Agreement shall be terminated, all parties will be

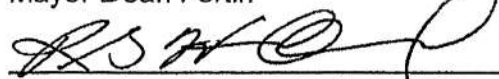
relieved from their obligations hereunder, and the City shall release this Agreement from the records of the Victoria Land Title Office.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatories:

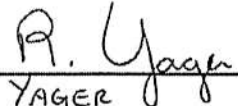


Mayor Dean Fortin



Corporate Administrator Robert Woodland

555 HOLDINGS LTD. by its authorized signatories:



Name: ROGER YAGER

Name:

SCHEDULE A
BASIC ADAPTABLE HOUSING

BASIC ADAPTABLE HOUSING

The following Basic Adaptable Housing features are required in all newly-constructed buildings serviced by an elevator containing apartment or congregate housing uses.

The requirements of Schedule "F" Section (g) do not apply to non-congregate housing apartment units smaller than 42 m (450 ft) provided that a bathroom consistent with Section (g)(iii) of this Schedule "F" is available to all occupants within the building.

(A) Building Access

- i. Barrier-free access from the street shall be provided to each dwelling unit and to each type of common amenity space.
- ii. Barrier-free access from a private parking area shall be provided to each dwelling unit and to each type of common amenity space.
- iii. Access to the elevator shall be provided from both the street entry and a private parking area entry.
- iv. A covering over a level building entry area, of 1500mm by 1500mm shall be provided.
- v. No intercom user functions shall be higher than 1220mm above the finished paved area.
- vi. Wiring for an automatic door opener shall be provided at each of the required barrier-free entries.

(B) Doors and Doorways

- i. The minimum clear opening for all suite entry doors and doors in common areas shall be no less than 850 mm. (See Figure 1)
- ii. The minimum clear opening for all interior doors within a dwelling unit shall be no less than 800mm. (See Figure 1)
- iii. Doors in all suites and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.

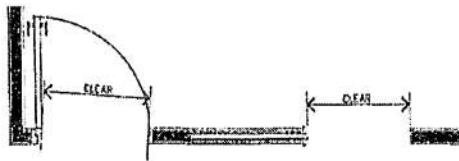


FIGURE 1 – CLEAR OPENING MEASUREMENT FROM DOORS

BASIC ADAPTABLE HOUSING

(C) Manoeuvring Space at Doorways

- i. Suite entry doors and door assemblies in common areas (except those which are not self-closing) shall have a clear and level area which is not less than the following:
 1. Where the door swings toward the area (pull door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 2)

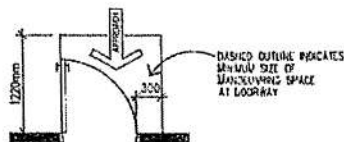


FIGURE 2 – FRONT APPROACH, PULL SIDE

2. Where the door swings away from the area (push door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 3)

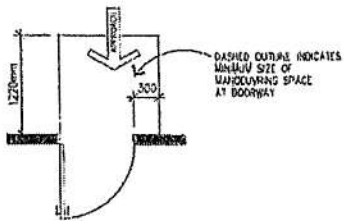


FIGURE 3 – FRONT APPROACH, PUSH SIDE

BASIC ADAPTABLE HOUSING

3. Where there are doors in a series in common areas, there must be separation of at least 1220mm plus the width of the door. (See Figure 4)

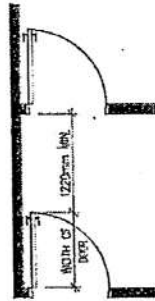


FIGURE 4 – SEPARATION OF DOORS IN SERIES

(D) Corridor widths

Common corridors shall be no less than 1220mm wide.

(E) Thresholds

Thresholds shall be kept to a minimum, and in all suites and common areas shall not exceed 13mm.

(F) Outlets and Switches

- i. Light switches shall be located between 1015mm and 1120mm from the floor.
- ii. Electrical outlets, cable outlets, and telephone jacks shall be located not less than 450mm from the floor.

BASIC ADAPTABLE HOUSING

(G) Bathrooms

- i. There shall be at least one bathroom with toilet and sink on the main entry level of each suite which provides enough floor space to be the following space requirements:

1. Clear floor area of 760mm by 1220mm beyond the swing of the door. (See Figure 5)

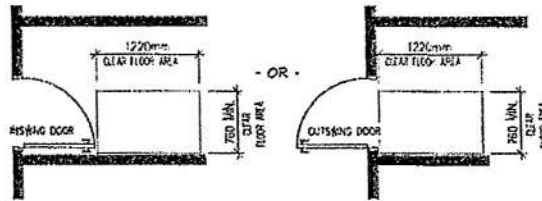


FIGURE 5 – CLEAR FLOOR AREA BEYOND SWING OF DOOR

2. Clear floor area at the tub of 760mm by 1220mm, or 1220mm by 760mm, measured from the foot end of the tub. (See Figure 6)

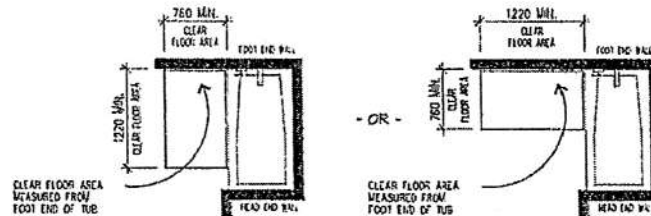


FIGURE 6 – CLEAR FLOOR AREA AT TUB

BASIC ADAPTABLE HOUSING

3. Clear floor area at the sink of 760mm by 1220mm positioned for a parallel approach and centred on the sink. (See Figure 7)

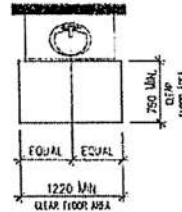


FIGURE 7 – CLEAR AREA AT SINK

4. Toilets shall meet the following space provisions: (See Figure 8)
 - a. Lateral distance from the centre line of the toilet to a bathtub or sink shall be 455mm minimum on one side and 380mm minimum on the other. Where the toilet is adjacent to a wall, the lateral distance from the centre line of the toilet to the wall shall be 455mm with 380mm minimum on the other side.
 - b. Clear floor area at the toilet of 1420mm minimum (measured from the wall behind the toilet) by 1220mm minimum (measured from a point 455mm from the centre line of the toilet on the side designated for future grab bars.)
 - c. The vanity or sink on the wall behind the toilet may overlap the clear floor required for the toilet.

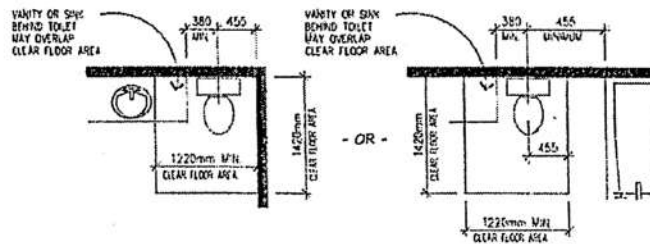


FIGURE 8 – CLEAR FLOOR AREA AT TOILET

BASIC ADAPTABLE HOUSING

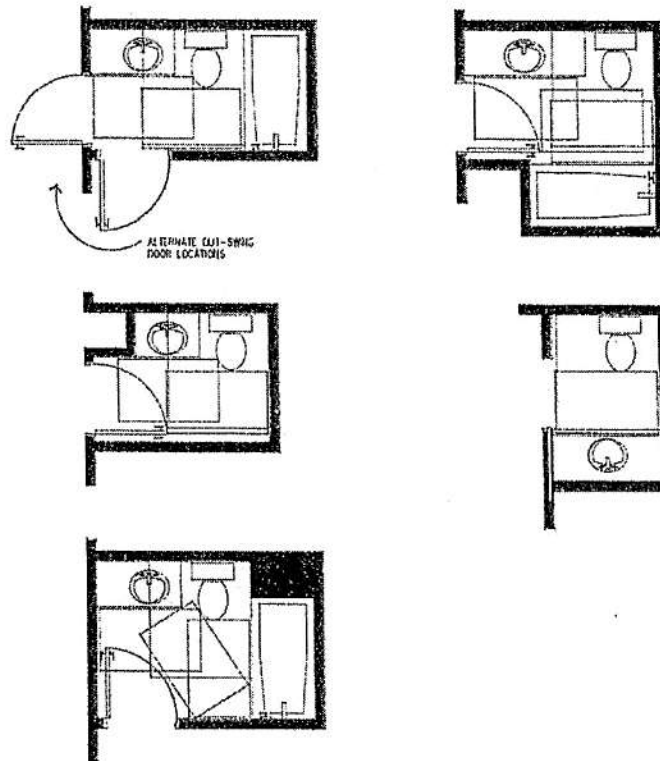


FIGURE 9 – EXAMPLES OF BATHROOMS WITH FLOOR AREA TO SUITE
“MINIMALLY ACCESSIBLE” REQUIREMENTS

BASIC ADAPTABLE HOUSING

- ii. Solid blocking in walls around toilets, tub/shower, and behind towel bars shall be provided in all bathrooms as illustrated in Figure 10.
- iii. Where bathrooms are provided to serve common amenity spaces, at least one shall be wheelchair accessible as described in the B.C. Building Code (1998) Sentence 3.7.4.8.(1)

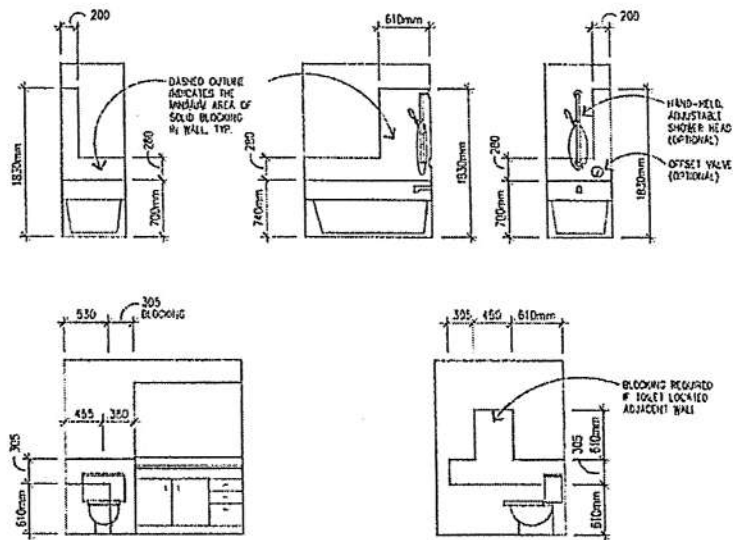


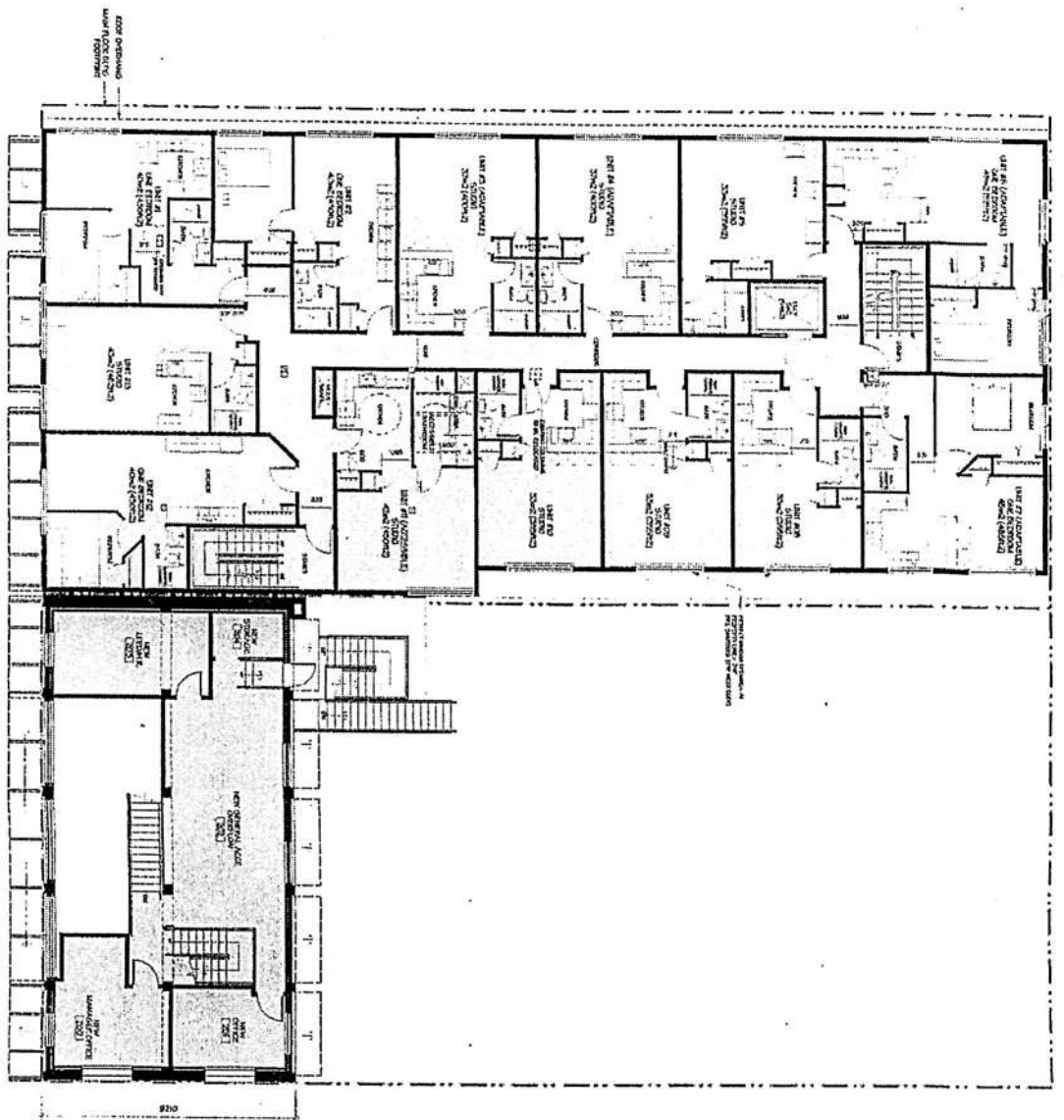
FIGURE 10 – BLOCKING REQUIREMENTS

Schedule "B"

Plan

SECOND FLOOR PLAN
575 PEMBROKE (RESIDENTIAL) 615m²
RENOVATE EXIST. BLDG.

555 PEMBROKE (OFFICE) 119m²
EXISTING TO REMAIN



OFFICE AREA
RESIDENTIAL
COMMERCIAL
SECOND FLOOR CALCULATIONS:
555 PEMBROKE - OFFICE AREA 119m²
575 PEMBROKE - RESIDENTIAL AREA 615m²



OFFICE AREA

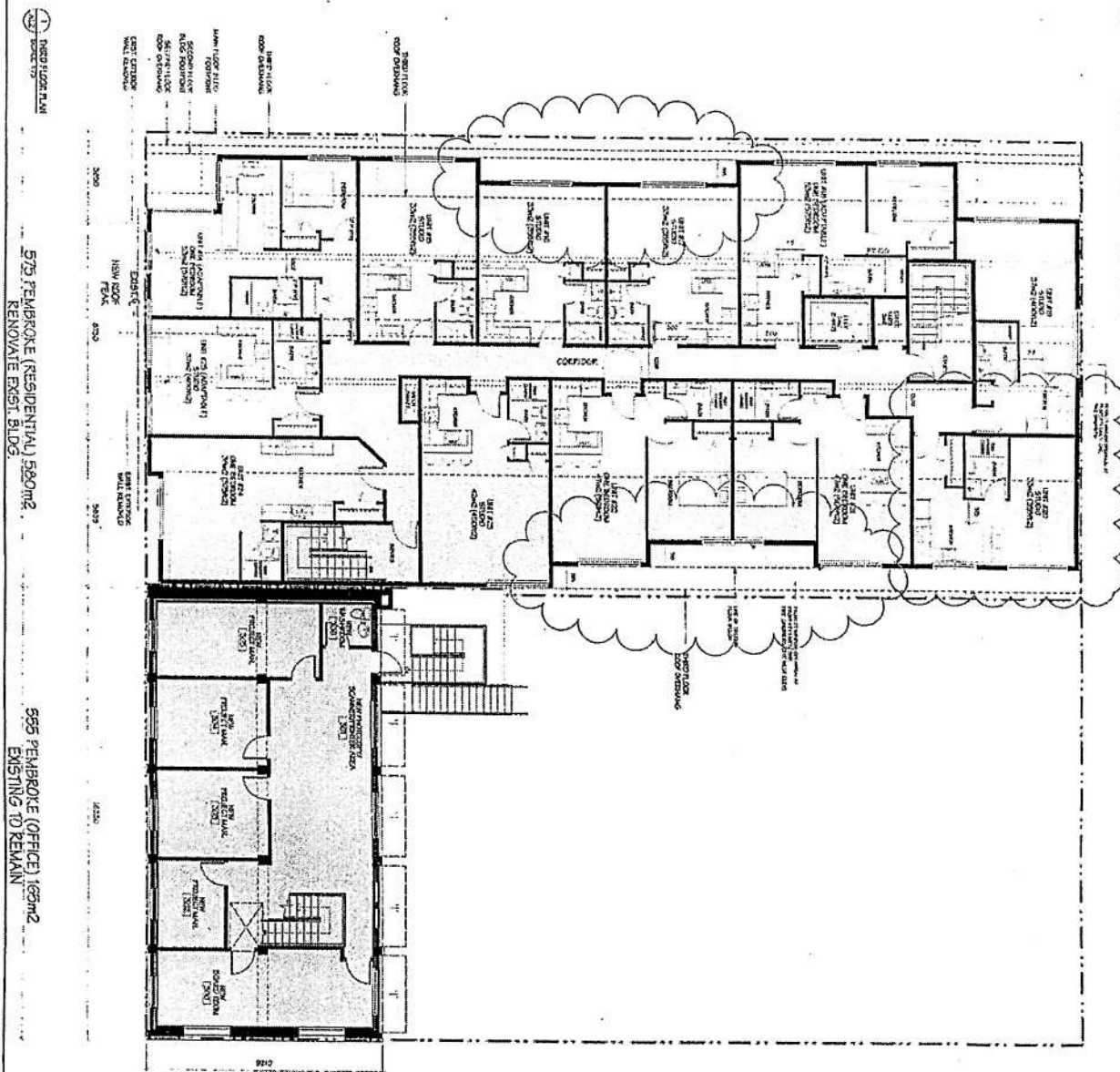
RESIDENTIAL

COMMERCIAL

THIRD FLOOR CALCULATIONS:

555 PEMBROKE - OFFICE AREA: 168m²

575 PEMBROKE - RESIDENTIAL AREA: 280m²



575 PEMBROKE (RESIDENTIAL) 280m²
RENOVATE EXIST. BLDG.

555 PEMBROKE (OFFICE) 168m²
EXISTING TO REMAIN

HOUSING AGREEMENT (555 - 575 PEMBROKE STREET) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the land known as 555 - 575 Pembroke Street, Victoria, BC.

Under its statutory powers, including section 905 of the *Local Government Act*, the Municipal Council of the City of Victoria enacts the following provisions:

Title

- 1** This Bylaw may be cited as the "HOUSING AGREEMENT (555 - 575 PEMBROKE STREET) BYLAW.

Agreement authorized

- 2** The Mayor and the City's Corporate Administrator are authorized to execute the Housing Agreement,

- (a) substantially in the form attached to this Bylaw as Schedule A;
- (b) between the City and 555 Holdings Ltd., or other registered owner from time to time, of the land described in subsection (c);
- (c) that applies to the lands known as 555 - 575 Pembroke Street, legally described as

PID 002-268-655
Lot A of Lots 518 and 519, Victoria, Plan 11408.

READ A FIRST TIME the **19th** day of **August,** 2010.

READ A SECOND TIME the **19th** day of **August,** 2010.

READ A THIRD TIME the **19th** day of **August,** 2010.

ADOPTED on the **25th** day of **November,** 2010.

"ROBERT G. WOODLAND"
CORPORATE ADMINISTRATOR

"DEAN FORTIN"
MAYOR

HOUSING AGREEMENT AMENDMENT (2014 GOVERNMENT STREET) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an amendment to an agreement for rental housing for the lands known as 577 Pembroke Street, 2014 Government Street and 2018 Government Street, Victoria BC, together previously known as 555-575 Pembroke Street, Victoria, BC., as previously authorized under the terms of Housing Agreement (555-575 Pembroke Street) Bylaw No. 10-057.

Under its statutory powers, including section 905 of the *Local Government Act*, the Council of The Corporation of the City of Victoria enacts the following provisions:

Title

- 1** This Bylaw may be cited as the "HOUSING AGREEMENT AMENDMENT (2014 GOVERNMENT STREET) BYLAW".

Agreement authorized

- 2** The Mayor and the City's Corporate Administrator are authorized to execute an Amendment the Housing Agreement:
- (a) substantially in the form attached to this Bylaw as Schedule A;
 - (b) between the City, 555 Holdings Ltd. (Inc. No. BC0810428), 0926090 B.C. Ltd. (No. BC0926090) and the Greater Victoria Housing Society (Inc. No. S-005025), or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 577 Pembroke Street, 2014 Government Street and 2018 Government Street, legally described as:

PID #028-693-655
Strata Lot 1 of Lots 518 and 519, Victoria City, Strata Plan VIS7114,

PID #028-693-680
Strata Lot 2 of Lots 518 and 519, Victoria City, Strata Plan VIS7114,

PID #028-693-698
Strata Lot 3 of Lots 518 and 519, Victoria City, Strata Plan VIS7114,

together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V;

and

PID #028-425-618
Lot 1 of Lots 518 and 519, Victoria City, Strata Plan VIP88587.

READ A FIRST TIME the day of 2015.

READ A SECOND TIME the day of 2015.

READ A THIRD TIME the day of 2015.

ADOPTED on the day of 2015.

CORPORATE ADMINISTRATOR

MAYOR

AMENDMENT TO HOUSING AGREEMENT
(Pursuant to Section 905 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:

0926090 B.C. LTD. (Inc. No. BC0926090)
555 Pembroke Street
Victoria, B.C.
VHT 1H3

("0926090 B.C.")

555 HOLDINGS LTD. (Inc. No. BC0810428)
555 Pembroke Street
Victoria, BC
V8T 1H3

("555 Holdings")

GREATER VICTORIA HOUSING SOCIETY (Inc. No. S-0005025)
2326 Government Street
Victoria, BC
V8T 5G5

("GVHS")

(collectively, the "**Owners**")

OF THE SECOND PART

WHEREAS

- A. 0926090 B.C. is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with civic addresses of 577 Pembroke and 2018 Government Street, and legally described as:
-

PID #028-693-655

Strata Lot 1 of Lots 518 and 519, Victoria City, Strata Plan VIS7114, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V

("Strata Lot 1")

PID #028-693-680

Strata Lot 2 of Lots 518 and 519, Victoria City, Strata Plan VIS7114, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V

("Strata Lot 2").

- B. GVHS is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2014 Government Street and legally described as:

PID #028-693-698

Strata Lot 3 of Lots 518 and 519, Victoria City, Strata Plan VIS7114, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V

("Strata Lot 3").

- C. 555 Holdings is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 555 Pembroke Street and legally described as:

PID #028-425-618

Lot 1 of Lots 518 and 519, Victoria City, Plan VIP88587

("Lot 1").

- D. On November 25, 2010, 555 Holdings was the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address previously known as 555 – 575 Pembroke and legally described as:

PID #002-268-655

Lot "A" of Lots 518 and 519, Victoria City, Plan 11408

("Lot A").

- E. In a Housing Agreement dated November 25, 2010 between the City and 555 Holdings (the "Housing Agreement"), 555 Holdings agreed to secure the provision of affordable housing as defined therein and that a total of twenty-five (25) dwelling units (the "Dwelling Units") within the development of Lot A would be used and held only as rental housing.

- F. Subsequent to the execution of the Housing Agreement, Lot A was subdivided into Strata Lot 1, Strata Lot 2, Strata Lot 3 and Lot 1.

- G. Pursuant to the terms of the Housing Agreement, including section 7.3 of same, the Housing Agreement is binding on all parties who acquire an interest in Lot A, including those lots which have been subdivided from Lot A.
- H. Pursuant to the plans included in the Housing Agreement, all Dwelling Units are contained in the area which is currently Strata Lot 3.
- I. The City and the Owners wish to enter into this Agreement, as an Amendment to Housing Agreement pursuant to section 905 of the *Local Government Act*, to amend the terms of the Housing Agreement for the purpose of removing Lot A as the land subject to the agreement and replacing it with Strata Lot 3.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the parties agree each with the other as follows:

- 1. Recital B of the Housing Agreement is amended by deleting the following legal description:

"PID #002-268-655
Lot "A" of Lots 518 and 519, Victoria City, Plan 11408"

and replacing it with the following:

"PID #028-693-698
Strata Lot 3 of Lots 518 and 519, Victoria City, Strata Plan VIS7114, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V".

- 2. Notice of this Amendment to Housing Agreement will be registered in the Land Title Office by the City at the cost of the Owners in accordance with section 905 of the *Local Government Act*.
- 3. All terms capitalized in this Amendment to Housing Agreement and not otherwise defined herein will have the same meaning as in the Housing Agreement.
- 4. The parties agree that all agreements, covenants, conditions and provisos contained in the Housing Agreement, except as amended or altered in the Amended Housing Agreement, will be and remain unaltered and in full force and effect.
- 5. This Agreement may be executed in counterparts, each of which, whether a facsimile, photocopy or original, 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.

6. This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the dates inscribed at a place within British Columbia:

THE CORPORATION OF THE CITY OF)
VICTORIA by its authorized signatories:)
 On the ___ day of _____, 2015)
)
 _____)
 Mayor Lisa Helps)
)
 _____)
 Corporate Administrator Robert Woodland)

GREATER VICTORIA HOUSING SOCIETY)
 (Inc. No. S-0005025))
 by its authorized signatories:)
 On the ___ day of _____, 2015)
)
 _____)
 Print Name:)
)
 _____)
 Print Name:)
)

555 HOLDINGS LTD. (Inc. No.)
 BC0810428))
 by its authorized signatories:)
 On the ___ day of _____, 2015)
)
 _____)
 Print Name:)
)
 _____)
 Print Name:)
)

0926090 B.C. LTD. (Inc. No. BC0926090)

by its authorized signatories:

On the ___ day of _____, 2015

Print Name:

Print Name: