

**METRO VANCOUVER REGIONAL DISTRICT
REGIONAL PLANNING COMMITTEE**

REGULAR MEETING

Friday, May 1, 2020

9:00 a.m.

28th Floor Boardroom, 4730 Kingsway, Burnaby, British Columbia

A G E N D A¹

1. ADOPTION OF THE AGENDA

1.1 May 1, 2020 Regular Meeting Agenda

That the Regional Planning Committee adopt the agenda for its regular meeting scheduled for May 1, 2020 as circulated.

2. ADOPTION OF THE MINUTES

2.1 March 6, 2020 Regular Meeting Minutes

That the Regional Planning Committee adopt the minutes of its regular meeting held March 6, 2020 as circulated.

3. DELEGATIONS

4. INVITED PRESENTATIONS

5. REPORTS FROM COMMITTEE OR STAFF

5.1 Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19

*Designated Speaker: Erin Rennie, Senior Planner,
Regional Planning and Housing Services*

That the MVRD Board endorse the process for updating *Metro Vancouver 2040: Shaping our Future*, the regional growth strategy, as presented in the report dated April 23, 2020, titled "Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19".

¹ Note: Recommendation is shown under each item, where applicable.

5.2 Metro Vancouver 2040: Shaping our Future Amendment Request from the City of Delta – 9568 Burns Drive

*Designated Speaker: Mark Seinen, Senior Planner,
Regional Planning and Housing Services*

That the MVRD Board:

- a) determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9568 Burns Drive is not required; and
- b) direct staff to notify the City of Delta that the rezoning does not require a *Metro 2040* regional land use designation amendment or a Regional Context Statement amendment.

5.3 2020 Agriculture Awareness Grant Recommendations

*Designated Speaker: Theresa Duynstee, Senior Planner,
Regional Planning and Housing Services*

That the MVRD Board award the annual Agriculture Awareness Grants to the following twelve non-profit organizations as described in the report dated April 7, 2020, titled “2020 Agriculture Awareness Grant Recommendations”:

- i. BC Agriculture in the Classroom Foundation, for the “Take a Bite of BC” project in the amount of \$5,000;
- ii. BC Association of Farmers' Markets, for the “Metro Vancouver Expansion: BC Farmers Market Trail” in the amount of \$5,000;
- iii. BC Chicken Growers’ Association, for the “Poultry in Motion Educational Mini Barn” project in the amount of \$4,000;
- iv. DRS Earthwise Society, for the “Tomato Festival” in the amount of \$2,500;
- v. Fraser Valley Farm Direct Marketing Association, for “Revitalizing BC Farm Fresh for Today’s Farm-Direct Customers” in the amount of \$4,000;
- vi. Growing Chefs Society, for “Metro Vancouver Classroom Gardening and Cooking Program” in the amount of \$4,000;
- vii. Haney Farmers Market Society, for the “Two Bite Club” project in the amount of \$2,000;
- viii. Kwantlen Polytechnic University Foundation, for “Farm School Knowledge Mobilization with First Nations” for the amount of \$4,000;
- ix. Langley Environmental Partners Society, for the “Langley Eats Local” project in the amount of \$5,000;
- x. North Shore Neighbourhood House, for “Edible Garden Seed Saving Project” in the amount of \$5,000;
- xi. Richmond Food Security Society, for the “Groundswell – Building Awareness” project in the amount of \$3,100; and
- xii. The Renfrew-Collingwood Food Security Institute for the “Harvest, Cook, Connect: Linking Newcomer Farmers & Consumers” in the amount of \$1,400.

5.4 Metro Vancouver 2040: Shaping our Future - 2019 Procedural Report

*Designated Speaker: Heidi Lam, Senior Policy and Planning Analyst,
Regional Planning and Housing Services*

That the MVRD Board receive for information the report dated April 9, 2020, titled “Metro Vancouver 2040: Shaping our Future - 2019 Procedural Report”.

5.5 Social Equity in Regional Growth Management Phase 2 Study – Project Initiation

*Designated Speaker: Erin Rennie, Senior Planner,
Regional Planning and Housing Services*

That the Regional Planning Committee receive for information the report dated April 2, 2020, titled “Social Equity in Regional Growth Management Phase 2 Study – Project Initiation”.

5.6 Metro 2040 Implementation Policy Review Scope of Work

*Designated Speaker: Eric Aderneck, Senior Planner,
Regional Planning and Housing Services*

That the MVRD Board receive for information the report dated April 9, 2020, titled “Metro 2040 Implementation Policy Review Scope of Work”.

5.7 Metro 2040 Rural Policy Review – Scope of Work

*Designated Speaker: Theresa Duynstee, Senior Planner,
Regional Planning and Housing Services*

That the Regional Planning Committee receive for information the report dated March 13, 2020, titled “Metro 2040 Rural Policy Review – Scope of Work”.

5.8 Metro 2040 Housing Policy Review – Discussion Paper

*Designated Speaker: Jessica Hayes, Planner,
Regional Planning and Housing Services*

That the Regional Planning Committee receive for information the report dated March 9, 2020, titled “Metro 2040 Housing Policy Review – Discussion Paper”.

5.9 Housing Agreement Implementation Workshop and Resource Guide

*Designated Speaker: Jessica Hayes, Planner,
Regional Planning and Housing Services*

That the Regional Planning Committee receive for information the report dated March 2, 2020, titled “Housing Agreement Implementation Workshop and Resource Guide”.

5.10 Manager’s Report

*Designated Speaker: Heather McNell, General Manager,
Regional Planning and Housing Services*

That the Regional Planning Committee receive for information the report dated March 13, 2020, titled “Manager’s Report”.

6. INFORMATION ITEMS

7. OTHER BUSINESS

8. BUSINESS ARISING FROM DELEGATIONS

9. RESOLUTION TO CLOSE MEETING

Note: The Committee must state by resolution the basis under section 90 of the Community Charter on which the meeting is being closed. If a member wishes to add an item, the basis must be included below.

10. ADJOURNMENT/CONCLUSION

That the Regional Planning Committee adjourn/conclude its regular meeting of May 1, 2020.

Membership:

Coté, Jonathan (C) - New Westminster
Froese, Jack (VC) - Langley Township
Copeland, Dan - Delta
Dueck, Judy - Maple Ridge
Gamboli, Nora - West Vancouver

Guerra, Laurie - Surrey
Hurley, Mike - Burnaby
Kirby-Yung, Sarah - Vancouver
McEwen, John - Anmore
Muri, Lisa - North Vancouver District

Steves, Harold - Richmond
Stewart, Richard - Coquitlam
Vagramov, Rob - Port Moody
van den Broek, Val - Langley City
West, Brad - Port Coquitlam

**METRO VANCOUVER REGIONAL DISTRICT
REGIONAL PLANNING COMMITTEE**

Minutes of the Regular Meeting of the Metro Vancouver Regional District (MVRD) Regional Planning Committee held at 9:01 a.m. on Friday, March 6, 2020 in the 28th Floor Committee Room, 4730 Kingsway, Burnaby, British Columbia.

MEMBERS PRESENT:

Chair, Mayor Jonathan Coté, New Westminster
Vice Chair, Mayor Jack Froese, Langley Township
Councillor Dan Copeland, Delta
Councillor Judy Dueck, Maple Ridge
Councillor Nora Gambioli, West Vancouver
Councillor Laurie Guerra, Surrey
Mayor Mike Hurley, Burnaby (arrived at 9:07 a.m.)
Councillor Sarah Kirby-Yung, Vancouver (arrived at 9:15 a.m.)
Mayor John McEwen, Anmore
Councillor Lisa Muri, North Vancouver District
Councillor Harold Steves, Richmond
Mayor Richard Stewart, Coquitlam (arrived at 9:02 a.m.)
Mayor Rob Vagramov, Port Moody
Mayor Brad West, Port Coquitlam

MEMBERS ABSENT:

Mayor Val van den Broek, Langley City

STAFF PRESENT:

Heather McNell, General Manager, Regional Planning and Housing Services
Jerry W. Dobrovolny, Chief Administrative Officer
Genevieve Lanz, Legislative Services Coordinator, Board and Information Services

1. ADOPTION OF THE AGENDA

1.1 March 6, 2020 Regular Meeting Agenda

It was MOVED and SECONDED

That Regional Planning Committee adopt the agenda for its regular meeting scheduled for March 6, 2020 as circulated.

CARRIED

2. ADOPTION OF THE MINUTES

2.1 February 7, 2020 Regular Meeting Minutes

It was MOVED and SECONDED

That the Regional Planning Committee adopt the minutes of its regular meeting held February 7, 2020 as circulated.

CARRIED

3. DELEGATIONS

No items presented.

4. INVITED PRESENTATIONS

9:02 a.m. Mayor Stewart arrived at the meeting.

4.1 Matt Craig, Senior Manager, Transportation and Land Use Planning, TransLink

Matt Craig, Senior Manager, Transportation and Land Use Planning, TransLink, provided members with a presentation on Transit Service Partnerships, highlighting policy development and initial application, partnership funding, and opportunities for alternative service levels.

9:07 a.m. Mayor Hurley arrived at the meeting.

Presentation material titled “Transit Service Partnerships Policy Update & Initial Agreement” is retained with the March 6, 2020 Regional Planning Committee agenda.

5. REPORTS FROM COMMITTEE OR STAFF

5.1 Metro 2040 Urban Centre and FTDA Policy Review – Final Recommendations

Report dated February 19, 2020 from Erin Rennie, Senior Planner, Regional Planning and Housing Services, conveying the *Metro 2040* Urban Centre and FTDA Policy Review Final Recommendations.

9:15 a.m. Councillor Kirby-Yung arrived at the meeting.

Members were provided with a presentation on the final recommendations of the Urban Centre and Frequent Transit Development Areas policy review, highlighting research and engagement activities, updated typology and reclassification framework, and integration of frequent transit corridor network.

Presentation material titled “Urban Centre & Frequent Transit Development Areas – Policy Review – Final Recommendations” is retained with the March 6, 2020 Regional Planning Committee agenda.

It was MOVED and SECONDED

That the MVRD Board endorse the recommendations as laid out in the report titled “Metro 2040 Urban Centre and FTDA Policy Review – Final Recommendations”, dated February 19, 2020.

CARRIED

5.2 Population Projections Update

Sinisa Vukicevic, Senior Planner, Regional Planning and Housing Services, provided members with a presentation on regional population projects modelling, highlighting challenges associated with previous model, system improvements, accessibility, transparency, and data flexibility.

Presentation material titled “Metro Vancouver Population Projections – Updating the Age-Cohort Model” is retained with the March 6, 2020 Regional Planning Committee agenda.

5.3 Regional Industrial Lands Strategy - Draft and Status Update

Report dated February 19, 2020 from Eric Aderneck, Senior Planner, Regional Planning and Housing Services, providing members with an update on the draft Regional Industrial Lands Strategy.

Members were provided with a presentation on the draft Industrial Lands Strategy, highlighting development, priority actions implementation, and next steps.

Presentation material titled “Draft Industrial Lands Strategy” is retained with the March 6, 2020 Regional Planning Committee agenda.

It was MOVED and SECONDED

That the Regional Planning Committee receive for information the report titled “Regional Industrial Lands Strategy - Draft and Status Update”, dated February 19, 2020.

CARRIED

5.4 Metro 2040 Industrial and Mixed Employment Policy Review Scope of Work

Report dated February 19, 2020 from Eric Aderneck, Senior Planner, Regional Planning and Housing Services, providing members with information on the Metro 2040 Industrial and Mixed Employment Policy review scope of work.

It was MOVED and SECONDED

That the Regional Planning Committee receive for information the report titled “Metro 2040 Industrial and Mixed Employment Policy Review Scope of Work”, dated February 19, 2020.

CARRIED

5.5 Metro 2050 Q1 2020 Status Update

Report dated February 20, 2020 from Erin Rennie, Senior Planner, Regional Planning and Housing Services, providing members with an update on the development of *Metro 2050*.

Members were provided with a presentation on the development of *Metro 2050*, highlighting completion of policy review, signatories and non-signatories engagement activities, and next steps.

Presentation material titled “*Metro 2050* Status Update – Policy Reviews and Engagement” is retained with the March 6, 2020 Regional Planning Committee agenda.

It was MOVED and SECONDED

That the Regional Planning Committee receive for information the report titled “*Metro 2050* Q1 2020 Status Update”, dated February 20, 2020.

CARRIED

5.6 Manager’s Report

Report dated February 20, 2020 from Heather McNell, General Manager, Regional Planning and Housing Services, highlighting the Transit-Oriented Affordable Housing Executive Summary, 20-minute Neighbourhoods as presented in the *Plan Melbourne 2017 – 2050*, and 2020 Regional Planning Committee Work Plan.

It was MOVED and SECONDED

That the Regional Planning Committee receive for information the report titled “Manager’s Report”, dated February 20, 2020.

CARRIED

6. INFORMATION ITEMS

No items presented.

7. OTHER BUSINESS

No items presented.

8. BUSINESS ARISING FROM DELEGATIONS

No items presented.

9. RESOLUTION TO CLOSE MEETING

No items presented.

10. ADJOURNMENT/CONCLUSION

It was MOVED and SECONDED

That the Regional Planning Committee conclude its regular meeting of March 6, 2020.

CARRIED

(Time: 10:13 a.m.)

Genevieve Lanz,
Legislative Services Coordinator

Jonathan Coté, Chair

To: Regional Planning Committee

From: Erin Rennie, Senior Planner, Regional Planning and Housing Services

Date: April 23, 2020 Meeting Date: May 1, 2020

Subject: **Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19**

RECOMMENDATION

That the MVRD Board endorse the process for updating *Metro Vancouver 2040: Shaping our Future*, the regional growth strategy, as presented in the report dated April 23, 2020, titled “*Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19*”.

EXECUTIVE SUMMARY

In light of the uncertainties associated with the COVID-19 pandemic, the MVRD Board requested that staff report back on the potential impacts on the scope and timeline of the update to the regional growth strategy. Metro Vancouver continues to assess work plans on a case by case basis to determine if the COVID-19 situation requires an adjustment to any work plans, including engagement components. With regards to *Metro 2050*, Regional Planning is proposing to:

- Continue technical work on *Metro 2050*, primarily advancing the 11 Policy Reviews, but delay seeking decisions on Policy Recommendations from the Regional Planning Committee and Board, as well as any collaborative forms of engagement until member jurisdictions and stakeholders are ready/able to re-engage;
- Leverage the 2019 work on Long-Range Growth and Transportation Scenarios to develop a COVID-informed resiliency lens for *Metro 2050* projections, targets, and policies;
- Continue work to further integrate *Metro 2050* with TransLink’s *Transport 2050* project as well as *Climate 2050*; and
- Redeploy Regional Planning resources to better support immediate data and research needs as part of pandemic response and recovery efforts.

Staff will check in monthly with a sampling of member jurisdictions and regional stakeholders identified in the *Metro 2050* Engagement Plan to assess readiness to re-engage with the process, and will report out to the Regional Planning Committee and Board. It is important to note that if the Policy Reviews are not complete by the end of 2020 (representing a delay of about 3 months), it is likely that adoption of the *Metro 2050* bylaw will extend past the next local government election scheduled for October 2022, which could result in a longer protraction of the process.

PURPOSE

To seek endorsement from the Regional Planning Committee and MVRD Board on a proposed approach to adapt the *Metro 2050* process in light of the COVID-19 pandemic response.

BACKGROUND

In April 2019, the MVRD Board initiated a process to update *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy. The updated strategy will be referred to as “*Metro 2050*” (Reference 1). In September 2019, the MVRD Board approved the *Metro 2050 Engagement Plan* which outlined a process to engage different audiences and work towards adopting *Metro 2050* in the summer of 2022 (Reference 2). The content for *Metro 2050* is currently being developed through 11 Policy Reviews.

On March 27, 2020, the MVRD Board considered a report titled “Urban Centre and FTDA Policy Review – Final Recommendations” (Reference 3) and referred the report back to staff to consider the impacts of the COVID-19 pandemic response on the approved *Metro 2050* process. Staff have begun considering the potential impacts of the pandemic response on the region, member jurisdictions, and the project process, and have developed an approach for the Regional Planning Committee and MVRD Board to consider.

UPDATING THE REGIONAL GROWTH STRATEGY

The process to update *Metro 2040* and develop *Metro 2050* is scheduled to be completed in mid-2022. The process is divided into three phases: Phase 1 is focused on reviewing policies and integrating new ideas into policy recommendations (2019 to mid-2020); Phase 2 is focused on drafting *Metro 2050* in partnership with member jurisdictions and other signatories (late-2020 to early-2021); and Phase 3 is focused on circulating the draft regional growth strategy amendment for comment, integrating comments, and seeking adoption from plan signatories (early-2021 to mid-2022).

Potential Impacts of the Pandemic Response

Staff have begun considering the potential impacts of COVID-19 pandemic response on the region, Metro Vancouver, member jurisdictions, and the *Metro 2050* project. The pandemic response is likely to have significant economic impacts, as well as social and environmental impacts. It may also impact key regional trends such as projected job and dwelling unit growth rates, as well as transportation mode choice. It is not yet known whether the impacts on projections, policies, and other assumptions will be short or longer-term.

Metro Vancouver, member jurisdictions, and other regional organizations have a diminished capacity to participate in long-range planning and community engagement at this time as attention is focused on responding to more immediate needs. In the interest of being sensitive to member jurisdictions as they continue to focus on pandemic response, staff recognize that it will be difficult for Metro Vancouver staff to engage decision-makers on *Metro 2050* policy recommendations at this time.

As the collective long-range vision for the region, the regional growth strategy must be co-developed in close partnership and through iterative dialogue with signatories, other regional stakeholders, First Nations, and the public. Staff recognize that many of the planned engagement activities, particularly those related to engaging elected officials, should be postponed at this time. Further, many stakeholders, such as health authorities, are not immediately available as they are understandably focused on pandemic response.

Transport 2050 and Climate 2050

Transport 2050, the new Regional Transportation Strategy, and *Climate 2050*, the region's climate action strategy are two other long-range regional strategies that are also under development concurrent to *Metro 2050*. Metro Vancouver has been working closely with TransLink and the Province to align the three plans. In light of the pandemic response, TransLink has opted to postpone their planned Phase 2 engagement activities to the fall of 2020, delaying the final adoption of *Transport 2050* by several months. TransLink staff plan to continue technical work in the meantime and be ready to engage decision-makers when they are ready to refocus on long range planning. The *Climate 2050* team is continuing with technical, analytical, and policy work, and bringing a report to the May Climate Action Committee meeting with information on revised engagement plans and methods in light of the COVID-19 situation.

PROPOSED APPROACH FOR *METRO 2050*

Staff propose to adapt the *Metro 2050* project and engagement plan using a similar approach to that of *Transport 2050*. The elements of this proposed approach are as follows.

Continue Content Development through Policy Reviews, but Postpone Review of Policy Recommendations and Engagement

Staff will continue technical, analytical, and policy work on the *Metro 2040* Policy Reviews and growth projections, but will not bring forward recommendations for consideration at this time. In the case of the report titled, "Urban Centre and FTDA Policy Review - Final Recommendations," staff propose to continue working on associated analytical activities outlined in the February staff report (Reference 3), and provide a revised recommendation report when the Regional Planning Committee and Board are ready to re-engage.

Collaborative forms of engagement on *Metro 2050* that were planned for spring and summer of 2020 will be postponed until member jurisdictions indicate that they are ready and have the capacity to re-engage. This includes activities such as consideration of Policy Review recommendations at committees. However, some member jurisdiction staff may have capacity for some active engagement on Policy Reviews. Staff would also look to First Nations and regional stakeholders to indicate when they are ready to re-engage. Staff will check in monthly with audience groups to inquire whether they are ready to re-engage in *Metro 2050*. Staff anticipate continuing with some forms of online engagement focusing on providing information to the general public including the *Metro 2050* online comment form and a planned spring webinar.

Increase Resiliency

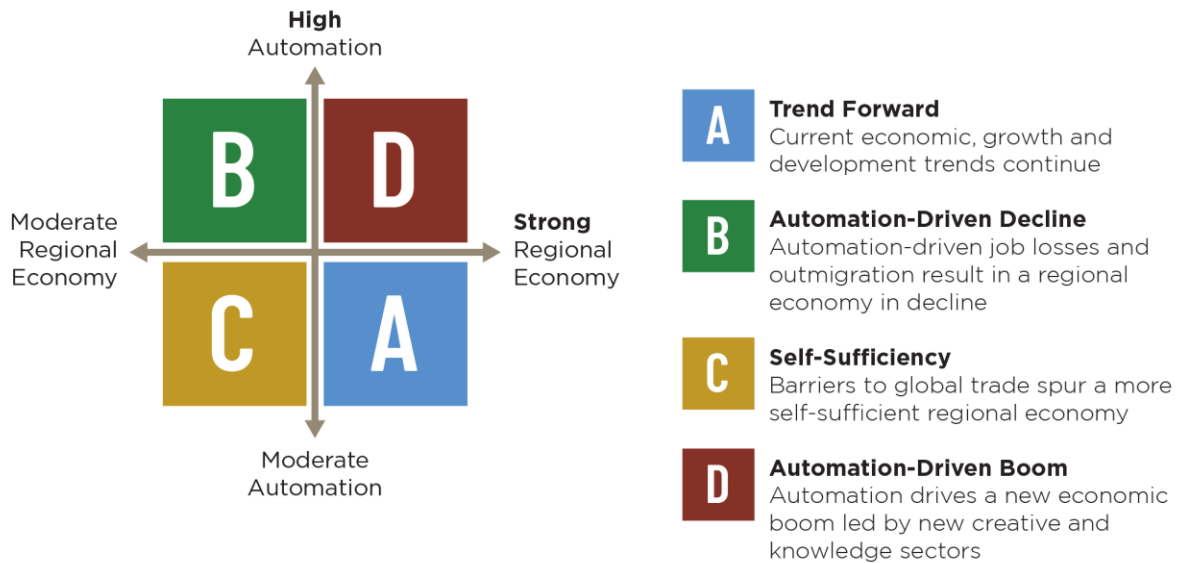
The 100 Resilient Cities initiative describes *urban resilience* as an approach to meeting the growing range of challenges cities face in the 21st century, and notes the following:

"From the effects of climate change to growing migrant populations to inadequate infrastructure to pandemics to cyber-attacks, resilience is what helps cities adapt and transform in the face of these challenges, helping them to prepare for both the expected and the unexpected".

In 2018-2019, Metro Vancouver and TransLink jointly developed shared regional Long Range Growth and Transportation Scenarios. The project examined a range of external forces that will likely affect

the future of our region, impacting where and how we live, work and move. Four possible future scenarios (Figure 1) were developed to explore how climate change, shifts in the global economy and trade, and new technologies and automation may impact population growth, the regional economy and nature of work, and how and where we live.

Figure 1. Long Range Growth and Transportation Scenarios



Staff will leverage that work to inform the development of a “resiliency lens” informed by the COVID-19 pandemic response, but will also consider other potential major disruptors and external forces that could impact the future of the region. The resiliency lens approach would be used to test and evaluate current and amended policies for *Metro 2050* to ensure they are robust and adaptable to a variety of potential future scenarios. The recent Long Range Growth and Transportation Scenarios work will be leveraged as an input to the development of this resiliency lens (Reference 4). In addition, this work will assess the degree to which the COVID-19 pandemic response is likely to impact the growth projections and targets under development for *Metro 2050* and the assumptions that are built into the population, housing, and employment growth models.

Further Integrate with *Transport 2050* and *Climate 2050*

During the spring and summer of 2020 staff will continue to work to further integrate *Metro 2050* with the *Transport 2050* and *Climate 2050* strategies. This work will include consideration of a future transit network concept, growth concept discussions, and the modelling of growth management policies to achieve carbon neutrality by the year 2050. Staff on the three project teams will also collaborate on the development of resiliency lenses and the reconsideration of the results of the Long Range Growth and Transportation Scenarios project.

Redeploy Resources

With less *Metro 2050* engagement activity taking place, Regional Planning staff can pivot to provide needed expertise to support member jurisdictions, utilities, the Regional Prosperity Service and other

regional agencies with timely data, research, projections, mapping and other needs to support local pandemic recovery efforts. These may include, but are not limited to:

Data, Research, and Tracking

- Research, tracking, and monitoring: compile relevant housing, employment, mobility and land use data on changes as a result of government restrictions in response to COVID-19, and on changes as restrictions are lifted
- Analysis of change in development permits at regional or subregional scale
- Regional Mode Share Change Survey: track change in parking usage rates; track change in transit ridership, telework, walking, cycling, HOVs, and SOVs
- Regional Employment Survey
- Updated growth projections at Traffic Area Zone level
- Examples of upcoming relevant Regional Planning research: Food Flow Study, Industrial Lands Inventory, Social Equity Study

Convening

- Coordinate meetings among member jurisdiction planning staff (and associate members) on items of regional interest (i.e. RPAC online forum)
- Create online hub for sharing pandemic response planning resources such as templates, forms, model bylaws, policy language, signage, graphics etc.
- Coordinate opportunities for shared services agreements

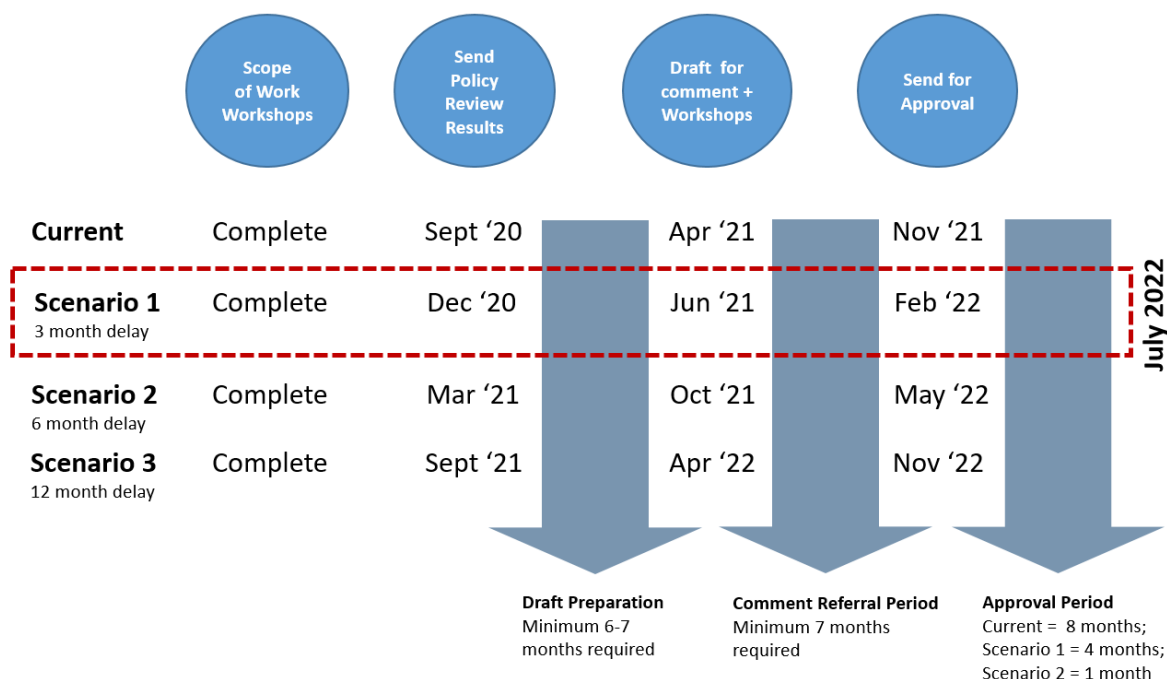
IMPACTS AND RISKS TO CONSIDER

There are benefits to postponing engagement on *Metro 2050*, including the opportunity to support immediate information and data needs across the region, the opportunity to further the integration with *Transport 2050* and *Climate 2050*, and the opportunity to develop a resiliency lens for *Metro 2050*. There are also benefits to being able to explore planning issues emerging as a result of the COVID-19 situation (e.g. impacts of significant number of people working from home going forward on mobility patterns and land use choices) that could influence the direction of the regional growth strategy.

However, the proposed approach does pose some risks to the project. These include the possible delay of approved timelines and final adoption of *Metro 2050* (originally targeted for July 2022). If the Policy Reviews are not complete by the end of 2020 (representing a delay of about 3 months), and drafting of the updated regional growth strategy does not begin in January 2021, it is likely that adoption of the *Metro 2050* bylaw will extend past the next local government election scheduled for October 2022, which could result in a longer protraction of the process.

For example, the approved *Engagement Plan* envisions three check-in points with member jurisdiction Councils during the regional growth strategy update: first to provide an overview of the regional growth strategy and the update's project scope and timeline (completed); second to review the results of the 11 Policy Reviews; and third to review and provide comment on a draft of *Metro 2050* concurrent with a possible co-hosted public information meeting. Figure 2 shows those Council check-in points as envisioned currently in the *Engagement Plan*, and three scenarios representing 3, 6, and 12 month delays in the *Metro 2050* process.

Figure 2. Member Jurisdiction Council Engagement Timeline for *Metro 2050*



Staff will check in monthly with a sampling of member jurisdictions and regional stakeholders identified in the *Metro 2050 Engagement Plan* to assess readiness to re-engage with the process, and will report out to the Regional Planning Committee and Board. As the end of the year draws nearer, the Committee and Board will need to consider the implications of the update process extending into the next local election cycle. In the meantime, staff will continue working on technical aspects of *Metro 2050* outlined above to ensure that the process can proceed when decision-makers are ready to re-engage.

Additional risks associated with delays include a loss of momentum, possible staff turnover, and stakeholder engagement fatigue which may require adjusting the scope of work and timelines from time to time.

ALTERNATIVES

1. That the MVRD Board endorse the process for updating *Metro Vancouver 2040: Shaping our Future*, the regional growth strategy, as presented in the report dated April 23, 2020, titled "Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19".
2. That the MVRD Board receive for information the report dated April 23, 2020, titled "Updating the Regional Growth Strategy: A Proposed Response in Light of COVID-19".

FINANCIAL IMPLICATIONS

There are no immediate financial implications to this report.

CONCLUSION

Metro Vancouver continues to assess work plans on a case by case basis to determine if the COVID-19 pandemic response will necessitate any adjustments to work plans including engagement components. Staff have been considering the potential impacts of the COVID-19 pandemic response on the region, Metro Vancouver, member jurisdictions, and on the *Metro 2050* project.

Staff propose a revised approach to *Metro 2050* in light of the COVID-19 pandemic response similar to that proposed for *Transport 2050*. This approach would include continuing technical aspects of the *Metro 2040* Policy Reviews, leveraging the completed Long Range Growth and Transportation Scenarios to develop a resiliency lens, furthering integration with *Transport 2050* and *Climate 2050*, and redeployment of staff to support pandemic response efforts in terms of data and research.

Engagement with members and stakeholders and decisions on policy recommendations would be postponed until there is capacity to re-engage. Staff will check in monthly with member jurisdictions and other audiences to assess whether they are ready to re-engage. Some forms of information provision and online engagement directed at the public can continue.

References

1. [Towards Metro 2050: Updating Metro Vancouver 2040: Shaping our Future](#)
2. [Metro 2050 Engagement Plan](#)
3. [Metro 2040 Urban Centre and FTDA Policy Review – Final Recommendations](#)
4. [Regional Long-Range Growth and Transportation Scenarios Summary Report](#)

38343531

To: Regional Planning Committee

From: Mark Seinen, Senior Planner, Regional Planning and Housing Services

Date: April 2, 2020 Meeting Date: May 1, 2020

Subject: ***Metro Vancouver 2040: Shaping our Future* Amendment Request from the City of Delta – 9568 Burns Drive**

RECOMMENDATION

That the MVRD Board:

- a) determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9568 Burns Drive is not required; and
 - b) direct staff to notify the City of Delta that the rezoning does not require a *Metro 2040* regional land use designation amendment or a Regional Context Statement amendment.
-

EXECUTIVE SUMMARY

City of Delta Council has requested that the regional land use designation for the site at 9568 Burns Drive be amended from Agricultural to Rural in *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy to permit the construction of a drive-through restaurant and a three-storey self-storage facility with office use. Metro Vancouver is unable to amend the Agricultural regional land use designation in this instance as the property is located in the Agricultural Land Reserve (ALR). The Agricultural Land Commission has confirmed that the property is not subject to the restrictions of the *Agricultural Land Commission Act* due to its size and tenure.

Following the precedent of the Board's decision on a similar request in 2016, it is recommended that the MVRD Board resolve this procedural challenge by determining that neither a regional land use designation amendment nor a Regional Context Statement amendment is required.

PURPOSE

This report provides the Regional Planning Committee and the MVRD Board with the opportunity to consider a proposed Type 2 Minor Amendment to *Metro 2040* for 9568 Burns Drive, as requested by the City of Delta.

BACKGROUND

On February 10, 2020, the Council of the City of Delta gave third reading to Bylaw No. 7897 (to rezone the subject property from CD236 to CDZ8) and Bylaw 7898; the latter bylaw would amend Schedule A of the Delta Official Community Plan (OCP) by changing the Regional Context Statement (RCS) to reflect a regional land use designation change on the RCS Map for the subject property from Agricultural to Rural. Delta Council also passed a resolution to request that the MVRD Board amend the regional growth strategy to reflect the change in regional land use designation. A referral letter, dated March 4, 2020, conveys the Council's request (Attachment 1).

PROPOSED METRO 2040 LAND USE DESIGNATION AMENDMENT

Delta Council has requested that the regional land use designation for the site at 9568 Burns Drive be amended from Agricultural to Rural in *Metro 2040*. As described in Section 6.3.3 of *Metro 2040*, amending an Agricultural regional land use designation constitutes a Type 2 Minor Amendment, which requires an amending bylaw that receives an affirmative two-thirds weighted vote of the MVRD Board at each reading and a regional public hearing. It also requires a confirmation from the Agricultural Land Commission that the subject lands have been removed from the ALR.

Site Description

The subject site at 9568 Burns Drive is designated 'Other Commercial' in the Delta OCP and is zoned Comprehensive Development Zone No. 236. The site was previously used as a nursery and its only permitted use is a garden shop. The City of Delta intends to rezone the property to permit the construction of a drive-through restaurant and a three-storey self-storage facility with office use.

The site is designated Agricultural in *Metro 2040* and is in the ALR (Figure 1). It is 0.63 hectares in size and is located west of the Matthews Interchange (Highway 99 and Ladner Trunk Road) on the north side of Highway 99. The parcel is bounded to the north and south by Burns Drive and the westbound on-ramp of Highway 99. There are comparable sites in the area that are inside the ALR yet contain non-agricultural activities. For example, an Esso and Tim Horton's are located immediately to the east, while a Chevron and Triple O's are approximately 100 metres away to the southeast, across Ladner Trunk Road (Figure 2). Both of comparable sites are within the ALR and are designated Agricultural in *Metro 2040*, but are zoned for the existing commercial uses.

Figure 1: Land Use - 9568 Burns Drive

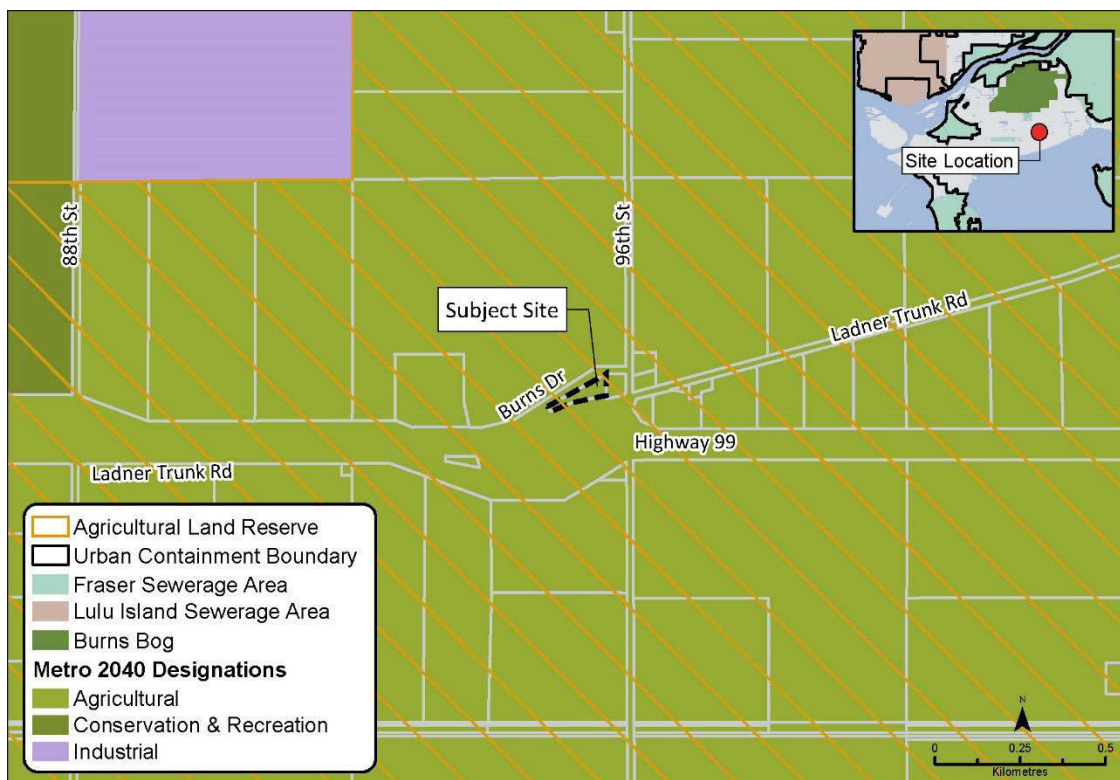


Figure 2: Site Context - 9568 Burns Drive



Agricultural Land Reserve Context

In accordance with the Section 23(1) of the *Agricultural Land Commission Act*, because the parcel is located in the ALR but is less than 0.8 hectares (2 acres) in size, and it has existed under the same property title since 1972, it is exempt from restrictions on the use of agricultural land:

23 (1) Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the Land Registry Act, R.S.B.C. 1960, c. 208, less than 2 acres in area.

The City of Delta received written confirmation from the Agricultural Land Commission that the restrictions on the use of agricultural land contained in the *Agricultural Land Commission Act* and *Agricultural Land Reserve Use, Subdivision and Procedure Bylaw* do not apply to the subject property (Attachment 2). As a result, the subject property remains in the ALR despite a change in land use activity, and no exclusion from the ALR is required or has been sought, which normally is a prerequisite prior to the consideration of a *Metro 2040* amendment pertaining to the Agricultural land use designation.

Metro 2040 Considerations

Strategy 2.3 of *Metro 2040* is intended to protect the supply of agricultural land and promote agricultural viability with an emphasis on food production. Policy actions under this strategy support Metro Vancouver, the Agricultural Land Commission and member jurisdictions' efforts to this effect.

Given the subject property's small size, proximity to major transportation infrastructure and isolation from adjacent agricultural uses, it is recognized that there is limited potential for agricultural viability and any non-agricultural land use activity is unlikely to affect the agricultural land base or the viability of surrounding agricultural areas. Moreover, there are two gas stations with drive-through restaurants located immediately east of the subject property. These parcels are also designated Agricultural in *Metro 2040*, are within the ALR, and are zoned by the City of Delta's Zoning Bylaw No. 2750, 1977 to allow the existing uses.

Another nearby parcel, situated immediately across Highway 99 at 9341 Ladner Trunk Road, was the subject of a proposed *Metro 2040* amendment in 2016. That parcel is also designated Agricultural by *Metro 2040*, is in the ALR (but not subject to the *Agricultural Land Commission Act* for similar reasons to the subject property), and is now zoned as C4-B Service Station Commercial to permit the development of highway-oriented commercial uses. At its July 29, 2016 meeting, the MVRD Board determined that a proposed amendment to the regional land use designation from Agricultural to Rural for 9341 Ladner Trunk Road was not required in order for the City's OCP amendment and rezoning to proceed. The planning rationale for that decision, in terms of parcel size, isolation and existing adjacent uses, parallels the situation for the subject property at 9568 Burns Drive.

The City's proposed amendment highlights a procedural challenge that arises when member jurisdictions request a change in regional land use designation on small sites designated Agricultural in *Metro 2040* that are in the ALR but that are not subject to the *Agricultural Land Commission Act*. Section 2.3.4 of *Metro 2040* prohibits the Board from amending the regional land use designation from Agricultural to any other designation as long as the site is in the Agricultural Land Reserve. This requirement places the onus on the applicant to first seek exclusion of the site from the Agricultural Land Commission, who is tasked with ascertaining the site's agricultural capability. If the site is excluded from the ALR, then Metro Vancouver can consider an amendment, looking at how the proposed amendment affects / supports the other *Metro 2040* objectives.

However, because the site is not subject to the *ALC Act*, the *Agricultural Land Commission* will not consider an exclusion. As a result, the MVRD Board is unable to adhere to the requirements of Section 2.3.4 of *Metro 2040* and consider the proposed amendment.

Metro Vancouver staff recommend that, given the locational and policy considerations noted above, that the Board determine the proposed rezoning at 9568 Burns Drive does not require a *Metro 2040* regional land use designation amendment nor an amendment to Delta's Regional Context Statement. While staff note the risk of encouraging additional development in the vicinity, the proposed land use on this small, isolated subject parcel would not be inconsistent with other nearby, comparable site uses on lands designated Agricultural in *Metro 2040* that are also in the ALR, nor inconsistent with the general intent of *Metro 2040*. Metro Vancouver is currently updating *Metro 2040*, including conducting policy reviews in the areas of Agriculture and Implementation. This work will address this and other implementation challenges.

ALTERNATIVES

1. That the MVRD Board:
 - a) determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9568 Burns Drive is not required; and
 - b) direct staff to notify the City of Delta that the rezoning does not require a *Metro 2040* regional land use designation amendment or a Regional Context Statement amendment.
2. That the MVRD Board confirm that the rezoning of the site at 9568 Burns Drive does require an amendment to *Metro Vancouver 2040: Shaping our Future* and direct staff to proceed with the *Metro 2040* amendment process.
3. That the MVRD Board receive for information the report dated April 2, 2020, titled *Metro Vancouver 2040: Shaping our Future* Amendment Request from the City of Delta – 9568 Burns Drive”, and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

If the Board chooses Alternative 1, staff will inform the City of Delta that the proposed rezoning requires neither a *Metro 2040* minor amendment nor an amendment to the City of Delta’s Regional Context Statement. The City of Delta could then proceed with the rezoning of the subject property from CD236 to CDZ8 and would not need to proceed with the amendment to the Regional Context Statement map from Agricultural to Rural.

If the Board chooses Alternative 2, confirming that a regional land use designation amendment is required, a Type 2 Minor Amendment process would proceed. Per Section 6.4.4 of *Metro 2040*, Type 2 Minor Amendments require a regional public hearing. Costs associated with public hearings include remuneration for Board Directors or delegated Committee Members, plus the cost of meeting supplies and advertisements in a local newspaper. The number of Board Directors or Committee Members required to attend a public hearing is at the discretion of the Board; therefore, costs can vary. Alternative 2 also brings forward the challenge that there is a discrepancy between the request to amend *Metro 2040*, changing the site’s regional land use designation from Agricultural to Rural, and Section 2.3.4 of *Metro 2040*, which prohibits an amendment from the regional Agricultural land use designation if the site is in the ALR.

SUMMARY/CONCLUSION

The City of Delta has requested that the MVRD Board consider a Type 2 Minor Amendment to *Metro 2040* for 9568 Burns Drive. The amendment request proposes that the 0.63 hectare site, currently designated Agricultural in *Metro 2040* and within the ALR, be amended to Rural in *Metro 2040*. The regional land use designation amendment request follows third reading by the City of Delta Council to rezone the site and amend the Regional Context Statement to accommodate a drive-through restaurant and a three-storey self-storage facility with office use on the subject property.

Although the subject site is currently designated Agricultural in *Metro 2040*, it is unique in several ways:

- It is small (0.63 hectares) and not suitable for agricultural uses;
- It is bounded by major roadways (Highway 99 and Burns Drive); and
- There are comparable precedent anomaly sites in the area that have not been deemed inconsistent with *Metro 2040*.

Given this context, the proposed rezoning is unlikely to impact the intent of the Agricultural designation in *Metro 2040*. Staff recommend Alternative 1.

Attachments

1. Correspondence from the City of Delta Re: Referral to Metro Vancouver for 9568 Burns Drive, Delta, BC, dated March 4, 2020
2. Correspondence from the Agricultural Land Commission Re: 9568 Burns Drive, Delta, BC, dated June 25, 2018

38194449

Community Planning & Development

File: LU008683

March 4, 2020

Heather McNell
General Manager
Regional Planning & Housing Services
Metro Vancouver
4730 Kingsway
Burnaby, BC V5H 0C8

Dear Ms. McNell:

Re: Proposed Amendment to the Regional Growth Strategy and Regional Context Statement for 9568 Burns Drive, Delta BC (THA Investment Ltd.)

The purpose of this letter is to refer the land use application for the subject property at 9568 Burns Drive to Metro Vancouver, and to request amendments to the Regional Growth Strategy.

At the Regular Meeting on February 10, 2020, Council gave third reading to "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (Regional Context Statement Amendment for THA Investment Ltd. – LU008683) Bylaw No. 7897, 2019" and endorsed a motion to request that the Metro Vancouver Board amend "Greater Vancouver Regional Growth Strategy Bylaw No. 1136, 2010" by changing the regional land use designation of the property at 9568 Burns Drive from Agricultural to Rural. Minutes from the meeting are attached for your reference.

The application involves a proposal to:

- amend the Regional Growth Strategy by changing the land use designation for the subject property from Agricultural to Rural;
- amend Schedule A of the Delta Official Community Plan by changing the land use designation of the subject property in the Regional Context Statement from Agricultural to Rural;
- rezone the subject property from Comprehensive Development No. 236 (CD236) (under "Delta Zoning Bylaw No. 2750, 1977" to Comprehensive Development Zone 8 (CDZ8);
- obtain a development variance permit to vary several provisions in "Delta Zoning Bylaw No. 7600, 2017" and "Delta Sign Bylaw No. 5860, 2000"; and
- obtain a development permit to address the form and character of the development and to protect development from flooding hazards.



The subject property is designated for agricultural uses in the Metro Vancouver Regional Growth Strategy and Delta's Regional Context Statement in Delta's Official Community Plan. The 0.63 ha (1.6 ac) property is located within the Agricultural Land Reserve; however, the Provincial Agricultural Land Commission (ALC) has confirmed that it is not subject to the Agricultural Land Reserve regulations as it is a parcel under 0.8 ha (2 ac) in size that has existed on the same property title since 1972. The property was designated as Agricultural (A1) Zone in the Regional Growth Strategy and the Regional Context Statement in Delta's Official Community Plan by virtue of its location within the Agricultural Land Reserve boundaries. The subject property is also currently zoned Comprehensive Development Zone No. 236 (CD236) and the only permitted use is garden shop.

At this time we are requesting that the Metro Vancouver Board amend "Greater Vancouver Regional Growth Strategy Bylaw No. 1136, 2010" by changing the regional land use designation of the property at 9568 Burns Drive from Agricultural to Rural. Should the Metro Vancouver Board give first and second readings to a bylaw to amend the Regional Growth Strategy for the subject property, Delta would send a separate request for the Metro Vancouver Board to accept Delta's "Regional Context Statement Amendment Bylaw No. 7897".

To assist in your review of this referral, please find attached staff reports dated October 24, 2019 and January 29, 2020, including the proposed Official Community Plan amendment and rezoning bylaws, and the minutes of the February 10, 2020 Regular Meeting of Council.

Alternative Approach for Metro Vancouver's Consideration:

We did a preliminary referral of this application to Metro Vancouver in the summer of 2019 and received an email response from Gord Tycho, Senior Planner, Regional Planning and Electoral Area Services, on July 3, 2019 which indicated that Metro Vancouver staff would recommend a similar approach to that taken for a previous application involving 9341 Ladner Trunk Road as both properties are: 1) isolated from adjacent agricultural uses; 2) proximate to major highway infrastructure and other nearby similar parcels that have existing commercial activities on lands within a regional Agricultural Land Use designation; and 3) in the ALR, but small enough to not be subject to the provisions of the ALC Act per S.23(1).

In the case of the property at 9341 Ladner Trunk Road, the Metro Vancouver Board passed the following resolution at its meeting on July 29, 2016:

That the GVRD Board:

- a) Determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9341 Ladner Trunk Road is not required; and*
- b) Convey to the City of Delta that the OCP amendment and rezoning does not require a regional land use designation amendment via Metro 2040 amendment or Regional Context Statement Amendment.*

It would be greatly appreciated if the approach taken by Metro Vancouver for the property at 9341 Ladner Trunk Road be used as a precedent. We look forward to receiving confirmation of the Board's decision.

Should you require any further information, please call me at 604.946.3219 or email at msangret@delta.ca.

Yours truly,



Marcy Sangret
Director of Community Planning & Development
MR/rl

Attachments:

- A. Staff Report dated October 24, 2019
- B. Staff Report dated January 29, 2020
- C. Minutes of February 10, 2020 Regular Meeting of Council
- D. Letter from Metro Vancouver to City of Delta

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City of Delta
COUNCIL REPORT
Regular Meeting

Attachment A

E.04

To: **Mayor and Council**

File No.: **LU008683**

From: **Community Planning &
Development Department**

Bylaws No.: **7897 and 7898**

Date: **October 24, 2019**

**Regional Growth Strategy Amendment, Official Community Plan Amendment,
Rezoning, Development Variance Permit and Development Permit for
Drive-Through Restaurant and Self-Storage Facility with Office Use at
9568 Burns Drive (THA Investment Ltd.)**

The following report has been reviewed and endorsed by the City Manager.

▪ **RECOMMENDATIONS:**

- A. THAT first reading be given to Official Community Plan Amendment Bylaw No. 7897.
- B. THAT Bylaw No. 7897 be confirmed as being consistent with the Current Financial Plan and the Liquid and Solid Waste Management Plans, as required by the *Local Government Act*.
- C. THAT second reading be given to Bylaw No. 7897.
- D. THAT first and second readings be given to Zoning Amendment Bylaw No. 7898.
- E. THAT the application for Development Variance Permit LU008683 be received.
- F. THAT the application for Development Permit LU008683 be received.
- G. THAT Bylaws No. 7897 and 7898, Development Variance Permit LU008683 and Development Permit drawings for the subject proposal be referred to a Public Hearing.
- H. THAT the owner satisfy the following requirements as a condition of final consideration and adoption and permit issuance:
 - 1. Enter into Section 219 Restrictive Covenants to the satisfaction of the Director of Community Planning & Development for:
 - a. Building design;
 - b. Landscaping;
 - c. Tree retention and replacement;
 - d. Acknowledging the proximity of the site to agricultural properties and a major highway, and the associated nuisances such as noise, dust, odours, light and air pollution; and

- e. Specifying that a portion of the property at 9568 Burns Drive shall be used solely for the purpose of providing five parking spaces for the property at 9591 Ladner Trunk Road.
2. Enter into a Development Agreement.
3. Register an easement on the property at 9568 Burns Drive in favour of the owner of the property at 9591 Ladner Trunk Road for access to five parking spaces.
4. Enter into a cross access easement agreement with the owner of the property at 9591 Ladner Trunk Road to allow pedestrian and vehicular access between the properties at 9568 Burns Drive and 9591 Ladner Trunk Road.
5. Provide a plan to the satisfaction of the Director of Community Planning & Development which shows the changes to the parking spaces on the property at 9591 Ladner Trunk Road which are required to accommodate the access through the site to the property at 9568 Burns Drive, including the replacement of the parking space for persons with disabilities.
6. Obtain approval from the BC Transportation Finance Authority to permit the proposed construction in the area covered by the restrictive covenant registered on the title of the subject property under charge CA5068754.
7. Provide a tree retention security in the amount of \$12,500.
8. Provide a tree replacement and landscape security to the satisfaction of the Director of Community Planning & Development.
- I. THAT the Mayor and City Clerk be authorized to sign all documents pertaining to this development.

▪ **PURPOSE:**

The purpose of this report is to present for Council's consideration Official Community Plan Amendment Bylaw No. 7897 (Attachment A), Zoning Amendment Bylaw No. 7898 (Attachment B), a development variance permit and a development permit to allow construction of a drive-through restaurant and three-storey self-storage facility with office use. A location map is provided in Attachment C and an aerial photo is provided in Attachment D.

▪ **BACKGROUND:**

Site Description and Context:

This 0.63 ha (1.5 ac) vacant site is relatively flat. It was previously used as a nursery. There are no trees on the subject property, however, there are six municipal trees immediately north of the subject property within the Burns Drive right-of-way. The site is

surrounded by a large agricultural property to the north, a gas station/convenience store/Tim Horton's drive-through restaurant to the east, and Ladner Trunk Road, Highway 99 and the Matthews Interchange to the south.

The site is located in the Agricultural Land Reserve; however, it is exempt from restrictions on the use agricultural land as it is a parcel under 0.8 ha (2 ac) in size, which has existed under the same property title since 1972.

Council Policy:

The subject property is designated as Agricultural in the Metro Vancouver Regional Growth Strategy. This designation is intended for primarily agricultural uses, facilities and supporting services with an emphasis on food production where appropriate. These areas reinforce provincial and local objectives to protect the agricultural land base of the region. The proposed commercial development is not consistent with the Agricultural designation, and as such, the owner is requesting a Regional Growth Strategy amendment.

The Official Community Plan designation for this site is Other Commercial (OC). This designation is intended for commercial and service uses along main roads or highways outside of urban areas and other auto-related uses. Typical uses include tourism facilities, fuel stations and food establishments. The proposed development is consistent with the Other Commercial (OC) designation.

The Regional Context Statement Designation for the subject property in the Regional Context Map in Schedule A of the Official Community Plan is Agricultural. The proposed commercial development is not consistent with the Agricultural designation, and as such, the owner is requesting an Official Community Plan amendment.

The subject site also falls within the Ladner East Rural (LV5) Development Permit Area. The objectives of this development permit area are to encourage development which maintains the integrity of the agricultural area and the highway system and to protect development from flooding hazards.

▪ **DISCUSSION:**

Proposal:

The owner is proposing to construct a one-storey drive-through restaurant and three-storey self-storage facility with office use. An Official Community Plan amendment, rezoning, development variance permit and development permit are required to permit the proposed development. An amendment to the Metro Vancouver Regional Growth Strategy land use designation for the subject property would also be required to permit the proposed uses. A project data table is provided in Attachment E.

Access to the site would be via Burns Drive. In addition, a direct connection would be provided to the adjacent site to the east through a reciprocal access easement that would be registered on both properties.

Community Consultation:

Section 475 of the *Local Government Act* requires that Council determine what organizations and authorities might be affected or have an interest in an Official Community Plan amendment and consult with them accordingly.

The consultation process for this Official Community Plan amendment application was endorsed by Council at the June 18, 2018 Regular Meeting. At that time, the application involved a proposal to construct two single-storey commercial buildings on the subject property. The building on the west portion of the site included leasable spaces for five tenants, and the building on the east portion of the site was a drive-through restaurant. Staff were concerned with the viability of the five commercial spaces proposed on the west portion of the site, so the owner explored other development options for the site.

The owner submitted a revised application which reflects the current development proposal on May 14, 2019. In the revised application, the drive-through restaurant use on the east portion of the site was retained and the building on the west portion of the site was changed to a three-storey self-storage facility with office use. A public notification letter about the revised proposal was sent on May 21, 2019 and updated public notice signs were installed on the site on June 3, 2019. No comments have been received on the revised proposal to date.

Regional Growth Strategy Amendment:

The owner has applied to amend the Regional Growth Strategy by changing the regional land use designation for the subject property from Agricultural to Rural. Rural areas are intended to protect the existing character of rural communities, landscapes and environmental qualities. Acceptable land uses within these areas include low density residential development, small scale commercial, industrial and institutional uses, and agricultural uses that do not require the provision of urban services such as sewer and transit. These areas are not intended as future urban development areas, and will not have access to regional sewer services. The proposed Rural designation for the subject property would allow for the proposed commercial uses within a non-urban land use designation and would maintain the rural character of the area. This would not result in urban development or sprawl as the Urban Containment Boundary would not change, and regional sewer services would not be extended to the site. The proposed change in land use designation from Agricultural to Rural would constitute a Type 2 Minor Amendment to the Regional Growth Strategy.

Official Community Plan Amendment:

The owner has applied to amend the Official Community Plan by changing the Regional Context Statement designation for the subject property in the Regional Context Map in Schedule A from Agricultural to Rural. This amendment is required to permit the proposed commercial uses on the subject property.

The Regional Context Statement demonstrates how the Official Community Plan and the Regional Growth Strategy are consistent and areas where the Official Community Plan will be amended to align with these goals. As an amendment to the Regional Growth Strategy is proposed, the Regional Context Statement Map in Schedule A of the

Official Community Plan would need to be amended accordingly. The uses permitted in the rural designation are more consistent with the uses proposed in this development. A copy of the Regional Context Statement Map which includes the proposed amendment is provided in Attachment F.

Rezoning:

The current zoning of the subject property is Comprehensive Development Zone No. 236 (under "Delta Zoning Bylaw No. 2750, 1977") and the only permitted use is garden shop. The owner has requested to rezone the subject property to Comprehensive Development Zone 8 (CDZ8) which would permit the following:

- Drive-through restaurant, self-storage facility and office operation as permitted uses;
- Maximum height of 12.5 m (41 ft) or three storeys; and
- Office operation use would only be permitted on the first storey of a building.

The drive-through restaurant building would have a gross floor area of 172.9 m² (1,861 ft²). The other building would have a gross floor area of 5,092 m² (54,809 ft²), including 4,953 m² (53,308 ft²) for the self-storage area and 139 m² (1,500 ft²) for the office use area.

The proposal does not meet the Zoning Bylaw requirements with respect to parking requirements, as discussed in the Development Variance Permit section below.

Development Variance Permit:

The owner is requesting a development variance permit to vary the following provisions in "Delta Zoning Bylaw No. 7600, 2017":

1. Section 8.4.2 by reducing the minimum number of parking spaces for the proposed drive-through restaurant and self-storage facility with office use from 41 to 30.

The Zoning Bylaw requires a minimum of 41 parking spaces, including 25 spaces for the self-storage use, 12 spaces for the drive-through restaurant, and 4 spaces for the office use. The owner is proposing to provide a total of 30 on-site parking spaces for the proposed development, including 14 spaces for the self-storage use, 12 spaces for the drive-through restaurant and 4 spaces for the office use (2 of the 30 parking spaces would be for persons with disabilities). The owners' traffic consultant, Bunt & Associates, provided an analysis of the parking and felt that 14 spaces would be adequate for the self-storage use. The analysis included parking occupancy surveys at two existing self-storage sites in Metro Vancouver as well as a review of the Institute of Transportation Engineers (ITE) *Parking Generation Manual, 5th Edition*, for Mini-Warehouse land use (Code 151). Staff agree with the information provided by the consultant.

2. Section 8.4.2 by reducing the minimum size of the queuing area in advance of each drive-through pick-up window from eight vehicles to seven vehicles.

The Zoning Bylaw requires an eight vehicle queuing area in advance of each drive-through pick-up window. Staff feel that the proposed seven vehicle queuing area is adequate and do not object to the proposed variance.

The owner is requesting a development variance permit to vary the following provisions in "Delta Sign Bylaw No. 5860, 2000":

1. Section 8.3.2(a) by allowing facia signs for the proposed self-storage facility with office use to be located above the second storey windows.

The owner is proposing to put several signs above the second storey windows on the self-storage facility building with office use in order to improve the visibility of the signs from the surrounding roads.

2. Section 8.4.3(a) by allowing a canopy sign for the drive-through restaurant building to project vertically beyond the limits of the canopy it is on.

The canopy sign on the north elevation of the drive-through restaurant building extends slightly above the canopy; however, it is below the roof and would not have any impact on the adjacent properties.

The owner is also requesting a development variance permit to vary "Delta Subdivision and Development Standards Bylaw No. 7162, 2015" by varying the road cross-section of Burns Drive from the Local Road Standard (Drawing L2.22 of Schedule C) to the Collector Road Standard (Drawing L.2.14 of Schedule C) to be consistent with adjacent improvements made along this roadway. Staff support this variance.

Development Permit:

The subject property is located in the Ladner East Rural (LV5) Development Permit Area. The objectives of the development permit area are to encourage development which maintains the integrity of the agricultural area and the highway system and to protect development from flooding hazards. The owner has addressed the development permit area guidelines as follows:

- Landscaping will be used to provide a buffer to the agricultural property to the north and the highway to the south, and enhance the overall appearance of the area. Further details regarding the landscaping are provided later in this report.
- One of the development permit guidelines specifies that the size and scale of buildings shall complement the rural nature of the area. The project architect noted that they have addressed this guideline as follows: The façade of the self-storage building aims to evoke the agricultural heritage of the region by using contextual materials, selected to be durable and of high quality. Materials include; galvanized metal cladding and brick wall cladding. High performance storefront glazing assemblies have been carefully located to accent the approach, provide a sense of entrance and allow for effective building security.

In addition, the glazing serves to animate the façade, and to break up the length of the building. The office annex is distinctively clad in metallic-copper composite panels, to add visual interest to the façade. The [A&W] visual brand is well established and known and will be presented and maintained as such. The massing of the proposed three-storey self-storage and office use building in comparison to the Good Samaritan Delta View Care Centre to the west of the site is shown on the street renderings in Attachment G.

- Both of the buildings would have a minimum building elevation of 2.9 m Canadian Geodetic Vertical Survey Datum elevation, which complies with the floodproofing requirements for the area. There is also an existing floodproofing covenant registered on the subject property which saves Delta harmless from any claims arising out of damages to lands or buildings by flooding.
- A comprehensive sign plan has been provided which includes two freestanding signs as well as building signage.

The architectural plans are provided in Attachment H. The owner would be required to enter into a design covenant.

Tree Retention, Removal, Replacement and Landscaping:

There are no trees on the subject property, however, there are six municipal trees within the Burns Drive right-of-way to the north. The owner is proposing to remove one of the municipal trees as it conflicts with the hydro wires and does not have enough room for the canopy to grow and develop. Staff support this tree being removed. The two replacement trees required are included within the overall landscape plan. The other five municipal trees are proposed for retention under a security deposit of \$12,500. The tree retention and removal plan is included in Attachment I. Photos of the trees to be retained and/or removed are included in Attachment J.

The landscape plans are provided in Attachment K. The owner noted that the landscape design includes several features aimed at achieving Crime Prevention Through Environmental Design (CPTED) and Sustainability best practices:

- Landscape planting will screen perimeter retaining walls and mitigate heat island effect by providing shade for parking with evergreen conifers and broadleaved evergreens;
- As a general principle, species of plants were chosen for their resilience in urban conditions, ability to resist pollution, drought and compaction; and
- A small plaza, in combination with an A&W patio area, will serve as the focal center of the site. The space will be welcoming and encourage pedestrian use, by providing a well-lit, central and highly visible area with special paving, raised tree planters, and amenities such as shaded site furnishings, waste receptacles and bike racks.

The owner will be required to provide a tree replacement and landscape security deposit to the satisfaction of the Director of Community Planning & Development.

Sustainability Features and Green Growth Index:

A summary of the key sustainability features and Green Growth Index for this application is provided in Attachment L.

Traffic Impact Study:

A traffic impact study has been completed by the owner, which indicates that development is anticipated to generate approximately 80 and 70 vehicle trips during the weekday AM and PM peak hours, respectively. This represents a traffic impact of less than 4% of the overall background traffic, which the study concluded does not materially contribute to any further congestion within the area.

The study also found that the existing regional travel patterns impact operational performance and cause queuing issues along Ladner Trunk Road in the future, with or without the proposed development. Major projects within the Highway 99 corridor, including the provision of a new interchange at 78 Street (north of Matthews Interchange) will greatly assist in reducing traffic in this area. Further consideration will be provided to the lane reconfiguration and signal cycle length modifications recommended in the report, in context of the upcoming highway improvements.

Implications:

Financial Implications – The proposed development would generate an additional \$56,000 in annual property tax revenue for Delta.

Interdepartmental Implications – The owner would be required to meet the engineering servicing requirements of “Delta Subdivision and Development Standards Bylaw No. 7162, 2015” and enter into a development agreement.

Intergovernmental Implications:

- Agricultural Land Commission:

The Agricultural Land Commission has confirmed that the restrictions on the use of agricultural land contained in the *Agricultural Land Commission Act* and *BC Regulation 171/2002 (Agricultural Land Reserve Use, Subdivision and Procedure Regulation)* do not apply to the subject property; however, the property remains in the Agricultural Land Reserve.

The Agricultural Land Commission noted that since the property is directly adjacent to Agricultural Land Reserve lands that are actively farmed, future users of the proposed development should expect to be surrounded by the sights, smells and sounds associated with normal farm practices. As such, and to mitigate potential conflicts between future users of the property and adjacent farm operations, the Agricultural Land Commission recommends that the City of Delta should require the proposed development to include fencing and buffering to the standards outlined in the Ministry of Agriculture's *Guide to Edge Planning*.

Staff are proposing to address the Agricultural Land Commission's comments by requiring the owner to enter into a restrictive covenant to acknowledge the proximity of the site to agricultural properties and a major highway and the

associated nuisances such as noise, dust, odours, light and air pollution. Landscaping is proposed along the north property line, and there is also a road between the subject property and the nearest agricultural property, creating a further buffer and negating the need for fencing. .

- Fraser Health:
The owner has obtained approval from Fraser Health for a septic sewer system for the subject property.
- Metro Vancouver:
Metro Vancouver staff noted that Delta submitted a similar request to permit commercial uses in the Agricultural Land Reserve to Metro Vancouver in 2016 for a Delta-owned property located at 9341 Ladner Trunk Road. The subject property at 9568 Burns Drive is similar to that case, as both properties are: 1) isolated from adjacent agricultural uses; 2) proximate to major highway infrastructure and other nearby similar parcels that have existing commercial activities on lands within a regional Agricultural land use designation; and 3) in the Agricultural Land Reserve, but small enough not to be subject to the provisions of the *Agricultural Land Commission Act* per S.23(1).

In the case of the property at 9341 Ladner Trunk Road, the Metro Vancouver Board passed the following resolution at its meeting on July 29, 2016:

That the GVRD Board:

- a) *Determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9341 Ladner Trunk Road is not required; and*
- b) *Convey to the Corporation of Delta that the OCP amendment and rezoning does not require a regional land use designation amendment via Metro 2040 amendment or Regional Context Statement amendment.*

Staff have consulted with Metro Vancouver, who have advised that Council must forward the request for a proposed Type 2 Minor Amendment and consequential amendment to the Regional Context Statement to Metro Vancouver. Upon receipt of the application, Metro Vancouver staff have indicated that they would recommend to the Board a similar approach to that taken for the 9341 Ladner Trunk Road property.

- Ministry of Agriculture:
Since the subject property is within the Agricultural Land Reserve, Zoning Amendment Bylaw No. 7898 would be referred to the Ministry of Agriculture for approval following third reading.
- Ministry of Transportation and Infrastructure:
Since the subject property is within 800 m (2,625 ft) of a controlled access highway, Zoning Amendment Bylaw No. 7898 would need to be approved by the Ministry of Transportation and Infrastructure.

▪ CONCLUSION:

The owner has applied to amend the Official Community Plan by changing the Regional Context Designation for the subject property in the Regional Context Statement Map in Schedule A from Agricultural to Rural, rezone the subject property from Comprehensive Development Zone No. 236 (under "Delta Zoning Bylaw No. 2750, 1977") to Comprehensive Development Zone 8 (CDZ8), and obtain a development variance permit and a development permit to allow construction of a drive-through restaurant and three-storey self-storage facility with office use. An amendment to the Metro Vancouver Regional Growth Strategy land use designation for the subject property would also be required.

It is recommended that first and second readings be given to Bylaws No. 7897 and 7898, and that Bylaws No. 7897 and 7898, Development Variance Permit LU008683 and Development Permit LU008683 be referred to a Public Hearing.



Marcy Sangret
Director of Community Planning & Development

Department submission prepared by: Mike Ruskowski, Senior Planner
MR/cd

▪ ATTACHMENTS:

- A. Bylaw No. 7897
- B. Bylaw No. 7898
- C. Location Map
- D. Aerial Photo
- E. Project Data Table
- F. Regional Context Statement Map - Proposed
- G. Street Renderings
- H. Architectural Plans
- I. Tree Retention and Removal Plan
- J. Photos of Trees
- K. Landscape Plans
- L. Green Growth Index Summary

CITY OF DELTA

BYLAW NO. 7897

*A Bylaw to amend "The Corporation of Delta
Official Community Plan Bylaw No. 3950, 1985"*

WHEREAS the Council of the City of Delta has adopted an Official Community Plan pursuant to Section 472 of the *Local Government Act*:

NOW THEREFORE, the Council of the City of Delta in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as **"The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (Regional Context Statement Amendment for THA Investment Ltd. –LU008683) Bylaw No. 7897, 2019"**.
2. Schedule A of "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985", as amended, is hereby further amended by changing the Regional Context Statement designation of the lands outlined in bold and marked "Subject Property" on Schedule 7897-1 to this bylaw from Agricultural to Rural and amending the Regional Context Statement Map accordingly.

READ A FIRST time the day of , 2019.

READ A SECOND time the day of , 2019.

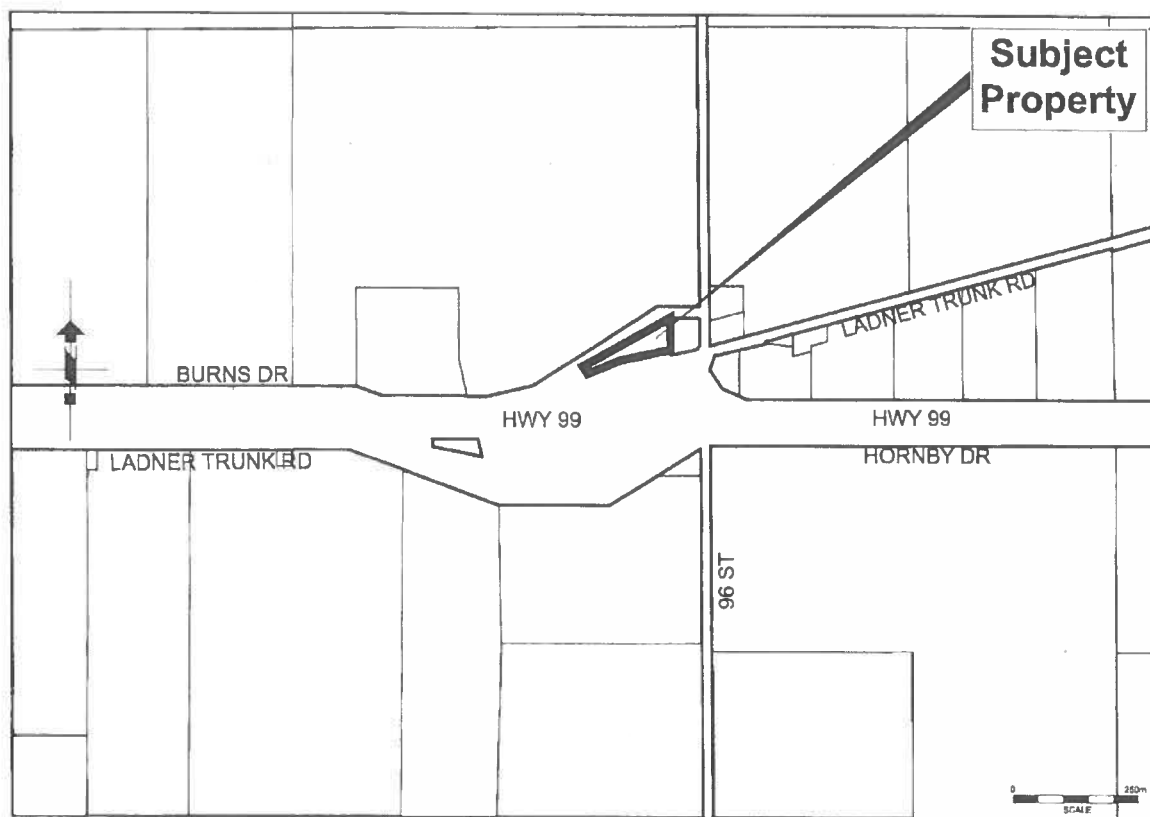
PUBLIC HEARING held the day of , 201 .

READ A THIRD time the day of , 201 .

FINALLY CONSIDERED AND ADOPTED the day of , 201 .

George V. Harvie
Mayor

Robyn Anderson
City Clerk



This is Schedule 7897-1 to
"The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985
Amendment (Regional Context Statement Amendment for THA Investment Ltd. –
LU008683) Bylaw No. 7897, 2019"

Legal: P.I.D.: 009-206-281
Lot 2 Section 4 Township 4 New Westminster District Plan 24717

CITY OF DELTA

BYLAW NO. 7898

A Bylaw to amend the "Delta Zoning Bylaw No. 7600, 2017"

The Municipal Council of the City of Delta in open meeting assembled, ENACTS
AS FOLLOWS:

1. This bylaw may be cited for all purposes as "**Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ8 – THA Investment Ltd. – LU008663) Bylaw No. 7898, 2019**".
2. "Delta Zoning Bylaw No. 7600, 2017" as amended is hereby further amended by:
 - (a) inserting "8 Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ8 – THA Investment Ltd. – LU008663) Bylaw No. 7898, 2019" in the correct numerical order in Section 19.2 LIST OF COMPREHENSIVE DEVELOPMENT ZONES AND AMENDMENT BYLAWS in Part 19; and
 - (b) inserting the following zone in numerical order in Part 19:

"COMPREHENSIVE DEVELOPMENT ZONE NO. 8

1. **APPLICATION OF THIS ZONE**
For the purpose of Part 6, Part 7, Part 8 and Part 9, this *zone* shall be considered a commercial *zone*.
2. **PERMITTED USES:**
Subject to Section 4.3 Conditional Use of Land, the following uses and no other uses shall be permitted:

PRINCIPAL USES

Drive-through restaurant

Office operation

Self storage

3. **SETBACKS**
Minimum *setbacks* shall be:

	<i>Principal Structure</i>	<i>Accessory Structure</i>
<i>Front (South)</i>	3 m	3 m
<i>Back (North)</i>	7 m	7 m
<i>Side (West)</i>	24 m	3 m
<i>Rear (East)</i>	3 m	3 m

Bylaw No. 7898

- 2 -

4. HEIGHT

The *maximum height* shall be:

	Principal Structure	Accessory Structure
Maximum Storeys	3	1
Maximum height to mid-roof or the top of a flat roof	12.5 m	3.75 m
Maximum height to roof ridge for a pitched roof	12.5 m	4.6m

For the purpose of this zone, *maximum height* shall be measured from the 2.9 m Canadian Geodetic Vertical Datum elevation or the *existing grade*, whichever is greater.

5. MINIMUM LOT SIZE FOR SUBDIVISION

Minimum *lot* area for subdivision shall be 6,000 m².

6. OTHER REGULATIONS

(a) An *office operation* shall only be permitted on the *first storey* of a *building*.

(b) No storage of goods or materials shall be permitted outside a *building*.

Bylaw No. 7898

- 3 -

3. "Delta Zoning Bylaw No. 7600, 2017" as amended is hereby further amended by rezoning the lands as shown outlined in bold and marked "Subject Property" on Schedule 7898-1 attached hereto and forming part of this bylaw as Comprehensive Development Zone No. 8 and by amending the Zoning Maps in Section 22.1 accordingly.

READ A FIRST TIME the day of , 2019.

READ A SECOND TIME the day of , 2019.

PUBLIC HEARING HELD the day of , 201 .

READ A THIRD TIME the day of , 201 .

APPROVED BY THE MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE the day of , 201 .

APPROVED BY THE MINISTER OF AGRICULTURE
the day of , 201 .

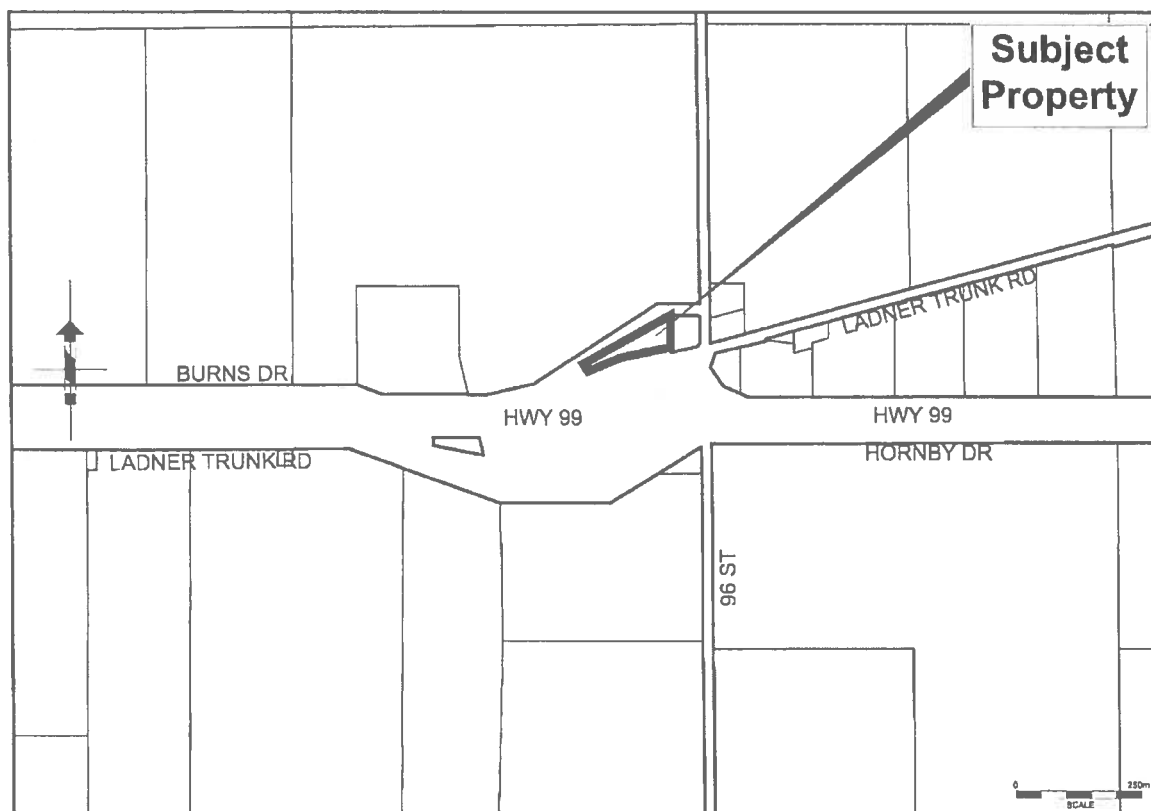
FINALLY CONSIDERED AND ADOPTED the day of , 201 .

George V. Harvie
Mayor

Robyn Anderson
City Clerk

Bylaw No. 7898

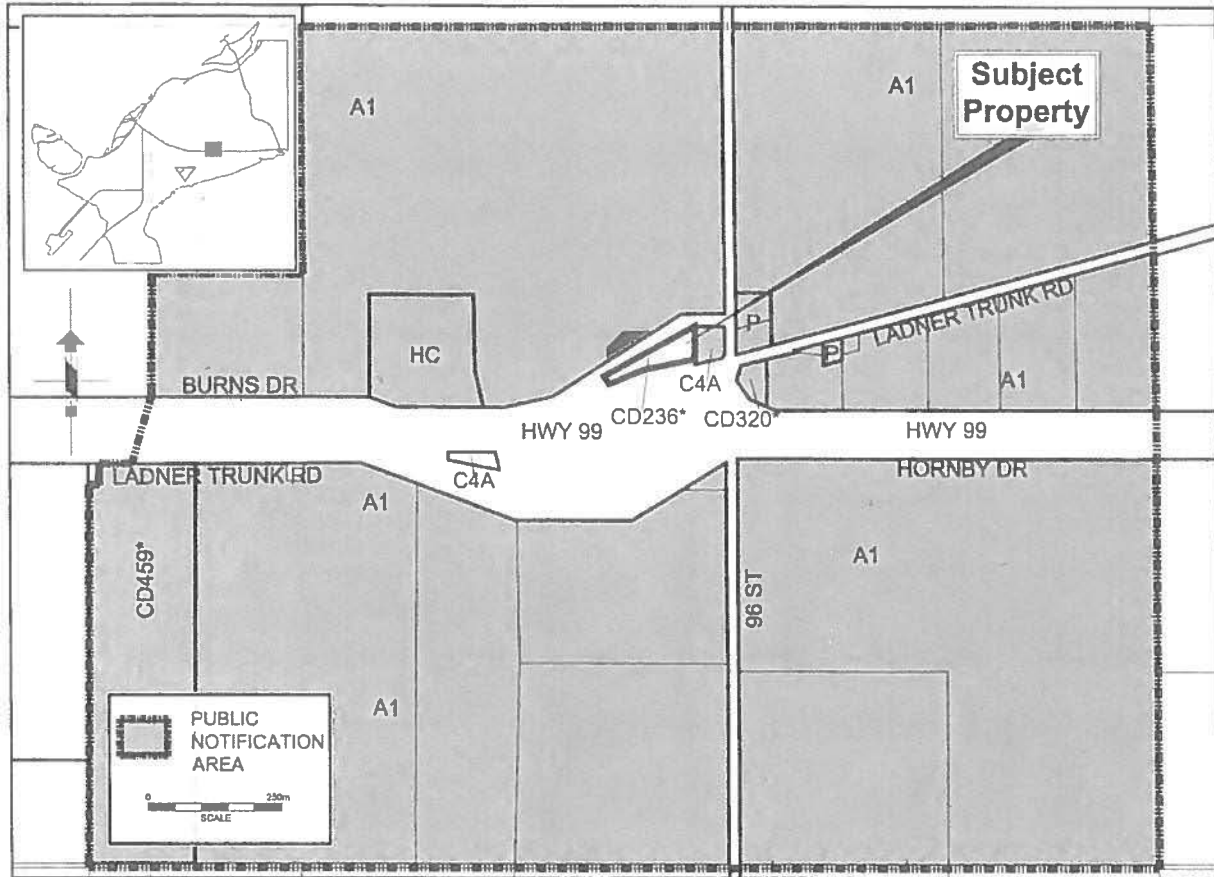
- 4 -



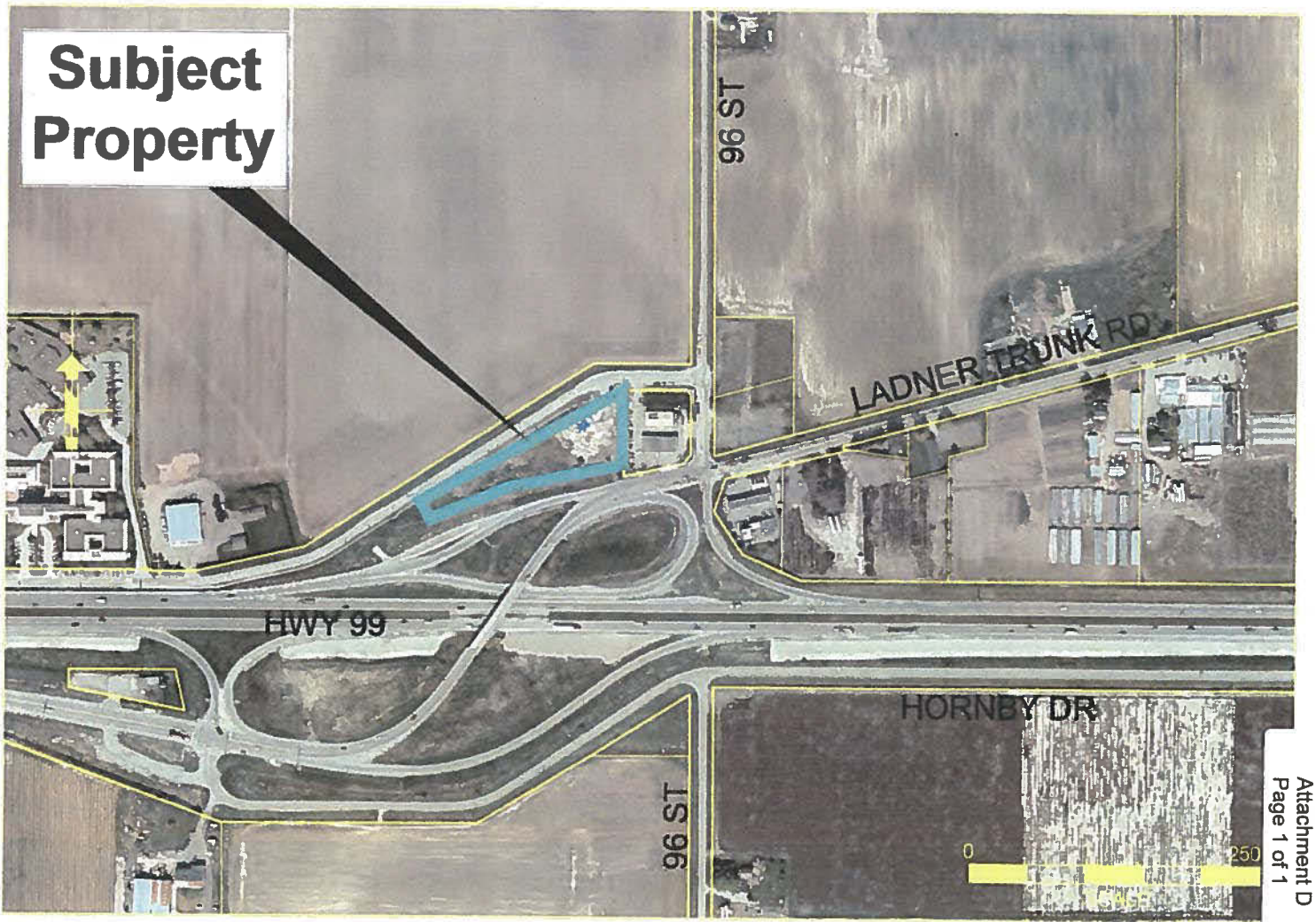
This is Schedule 7898-1 to "Delta Zoning Bylaw No. 7600, 2017 Amendment
(CDZ8 – THA Investment Ltd. – LU008683)
Bylaw No. 7898, 2019"

Legal: P.I.D.009-206-281
Lot 2 Section 4 Township 4 New Westminster District Plan 24717

Location Map



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G:\Current Development\LU FILES\LU008\LU008683\Drawings\LU008683__Aerial.dwg, 10/21/2019 10:01:21 AM, sandhur

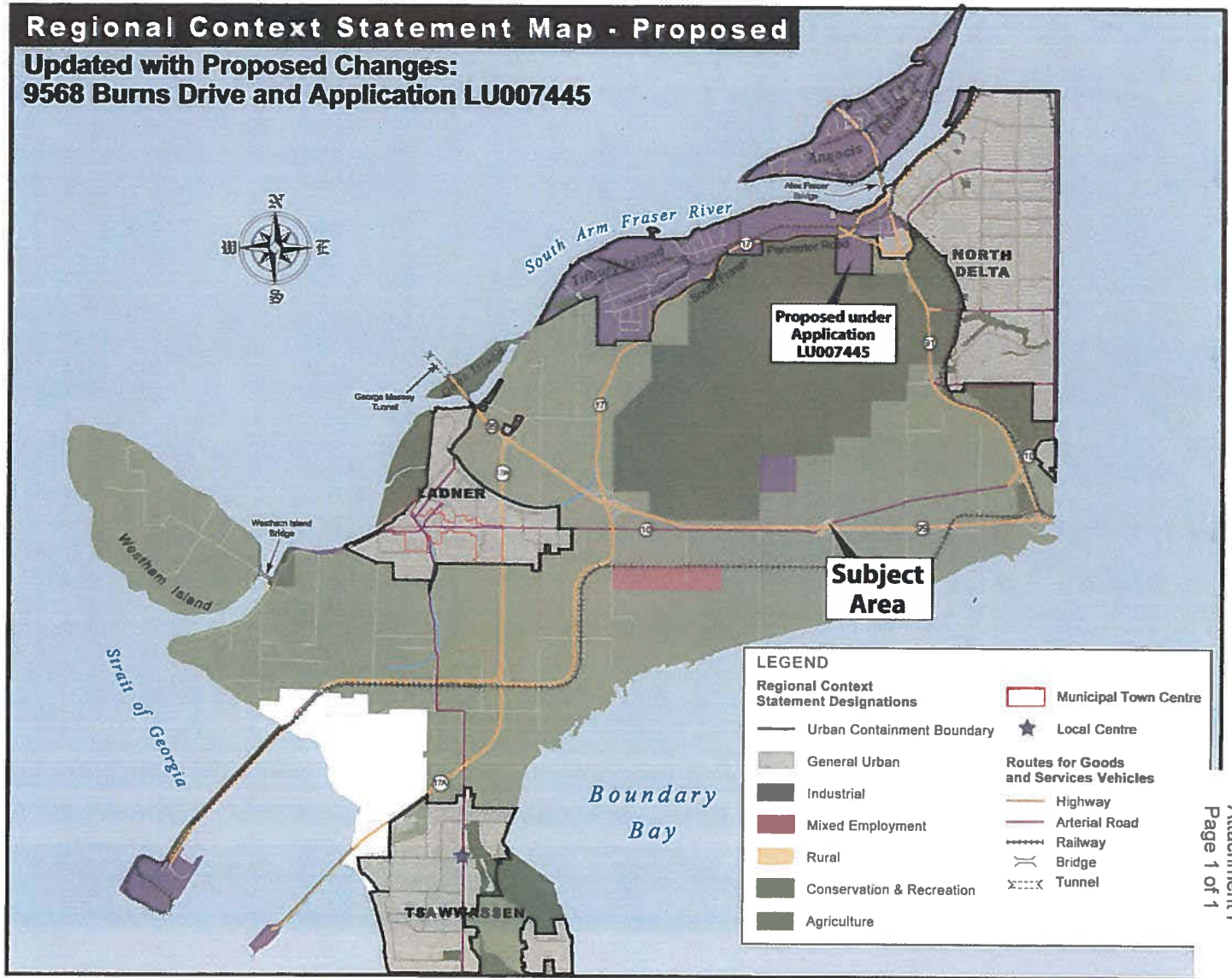
Project Data for 9568 Burns Drive (LU008683)

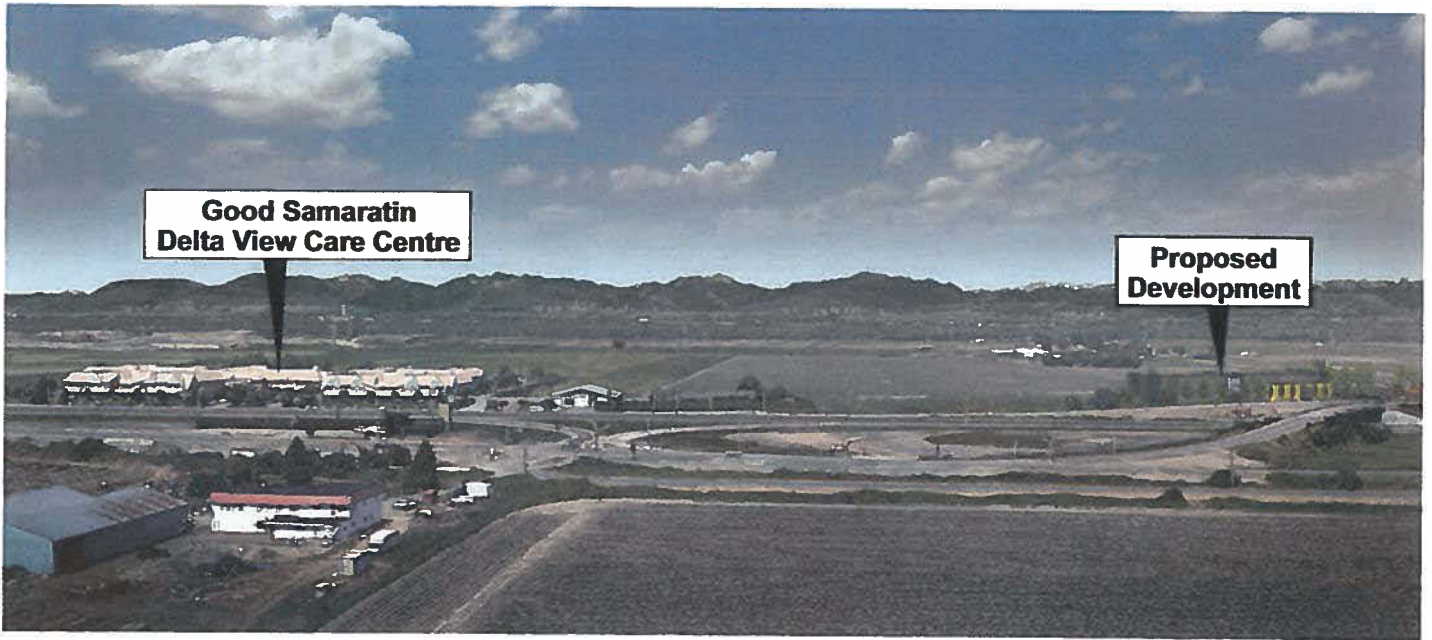
Owner	THA Investment Ltd.	
Applicant	Lovick Scott Architects (Andrei Chisinevski)	
Application Date	Original Application: April 10, 2018 Revised Application: May 14, 2019	
	Existing	Proposed
Regional Growth Strategy Designation	Agriculture	Rural
OCP Designation: Regional Context Statement	Agricultural	Rural
Schedule A	Other Commercial (OC)	No change
Development Permit Area	Ladner East Rural (LV5)	No change
Zoning	Comprehensive Development Zone No. 236 (C.D. 236)	Comprehensive Development Zone No. 8 (CDZ8)
No. of Lots	1	1
Lot Size	0.63 ha (1.5 ac)	No change
	Permitted under C.D. 236 Zone	Proposed under CDZ8 Zone
Floor Area	N/A	Drive-Through Restaurant: 173 m ² (1,861 ft ²) Self Storage Facility and Office Use: 5,092 m ² (54,809 ft ²) Total: 5,265m² (56,670 ft²)
Maximum No. of Storeys	N/A	3
Maximum Building Height to: Roof Ridge Mid-Roof or Top of a Flat Roof	N/A 10.75 m (35 ft)	12.5 m (41 ft) 12.5 m (41 ft)
Off-Street Parking:	Parking requirements determined by size of garden shop use	30 spaces (not including the 5 parking spaces from the adjacent property at 9591 Ladner Trunk Road which are proposed to be relocated to the property at 9568 Burns Drive)
Variances	Required	Proposed
Zoning Bylaw: Section 8.4.2	41 total parking spaces for drive through restaurant and self storage facility with office use	30 total parking spaces for drive through restaurant and self storage facility with office use

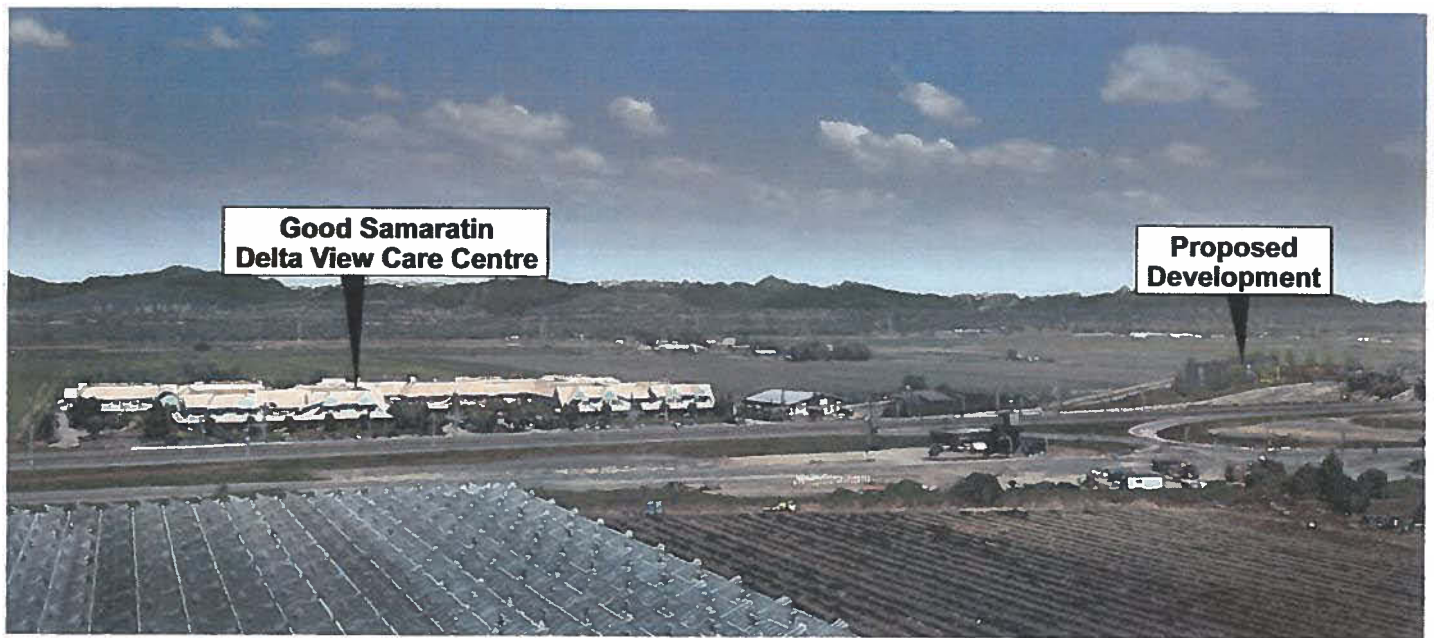
Section 8.4.2	8 vehicle queuing area in advance of each drive-through pick-up window	7 vehicle queuing area in advance of each drive-through pick-up window
Sign Bylaw: Section 8.3.2(a)	A fascia sign must be located on the premises façade and contained entirely within an area below either the roof line of a single storey building, or the top of the second storey	Allow fascia signs for the self storage facility with office use to be located above the second storey windows
Section 8.4.3(a)	A canopy sign may be located on any façade of a canopy, and must not extend vertically or horizontally beyond the limits of the canopy it is on	Allow a canopy sign for the drive-through restaurant building to project vertically beyond the limits of the canopy it is on
Subdivision & Development Standards Bylaw: Vary the Road Cross-Section of Burns Drive along the Frontage of Subject Property	Local Road Standard (Drawing L2.22 of Schedule C)	Collector Road Standard (Drawing L2.14 of Schedule C)
Tree Retention, Removal and Replacement	Required	Proposed
Total Trees: 6 0 on-site and 0 off-site 6 municipal trees Trees to be Removed: 1 0 on-site and 0 off-site 1 municipal tree Trees to be Retained: 5 0 on-site and 0 off-site 5 municipal trees	2 replacement trees based on 2 for 1 replacement Tree retention security	Tree replacement has been included within the overall landscape plan and tree replacement security will be included within the overall landscape security \$12,500
Street Trees	Required	Proposed
One tree for every 9 m (30 ft) of street abutting the property	\$21,320 cash-in-lieu for 41 street trees (\$520 per tree to cover costs for purchase, installation and establishment of trees)	\$21,320

Regional Context Statement Map - Proposed

Updated with Proposed Changes:
9568 Burns Drive and Application LU007445







BURNS GROVE

9568 BURNS DRIVE, DELTA BC.



CONTEXT PLAN

PROJECT TEAM + DRAWING LIST:

ARCHITECTURAL

LOWRICK SCOTT ARCHITECTS LTD.
3707 124 AVENUE,
BURNABY B.C. V5C 3W6
(604) 664-2883 (303)

A0 COVER SHEET
A51 SITE PLAN, STATISTICS
A52 SIGNAGE

SELF STORAGE BUILDING (B#1)

A1.0 OVERALL FLOOR PLANS
A1.1 PART GROUND FLOOR PLAN - WEST
A1.2 PART GROUND FLOOR PLAN - EAST
A1.3 PART SECOND FLOOR PLAN - WEST
A1.4 PART SECOND FLOOR PLAN - EAST
A1.5 PART SECOND FLOOR PLAN - WEST
A1.6 PART SECOND FLOOR PLAN - EAST
A1.7 PART ROOF PLAN - WEST
A1.8 PART ROOF PLAN - EAST
A2.0 OVERALL BUILDING ELEVATIONS
A2.1 WEST + EAST ELEVATIONS
A2.2 SOUTH ELEVATION
A2.3 NORTH ELEVATION
A2.4 CARB. ENCLOSURE + STREETSCAPE
A2.5 RENDERINGS
A3.0 BUILDING SECTIONS
A3.1 BUILDING SECTIONS

A&W FOOD SERVICES OF CANADA INC.
DESIGN & CONSTRUCTION
(604) 604-9882 (14)

A-W RESTAURANT (B#2)

A1.0 SITE PLAN
A1.1 CARB. ENCL. + SIGN DETAILS
A2.0 FLOOR PLAN
A5.0 ROOF PLAN
A6.0 EXTERIOR ELEVATIONS
A6.1 EXTERIOR ELEVATIONS
A7.0 BUILDING SECTIONS
A7.1 BUILDING SECTIONS
A7.2 BUILDING SECTIONS
A7.3 BUILDING SECTIONS

SURVEY

MILNER LAND SURVEYING LTD.
#122 - 5007 47A AVE.,
DELTA B.C. V4K 1T9
(604) 504-946 (759)

01 SURVEY

LANDSCAPING

PMG LANDSCAPE ARCHITECTS LTD.
C-180 4185 STELL CREEK DR.,
BURNABY B.C. V5C 6B9
(604) 604-294 (0211)

L1 LANDSCAPE PLAN
L2 PLANTING PLAN
L3 SITE DETAILS

CIVIL: GRADING + U/G SERVICES

HY ENGINEERING LTD.
#200 3128 152 ST.
SURREY B.C. V3R 4E7
(604) 583 1516

01 RESERVED
02 KEY PLAN (UNDERGROUND SERVICES)
03 GRADING PLAN

CIVIL: SEPTIC SYSTEM

TOOK ENGINEERING INC.
5485 180 ST.
SURREY B.C. V3S 5P3
(604) 604-576 (559)

01 SEPTIC DESIGN



SELF STORAGE BUILDING (B#1), LOOKING SOUTH-WEST



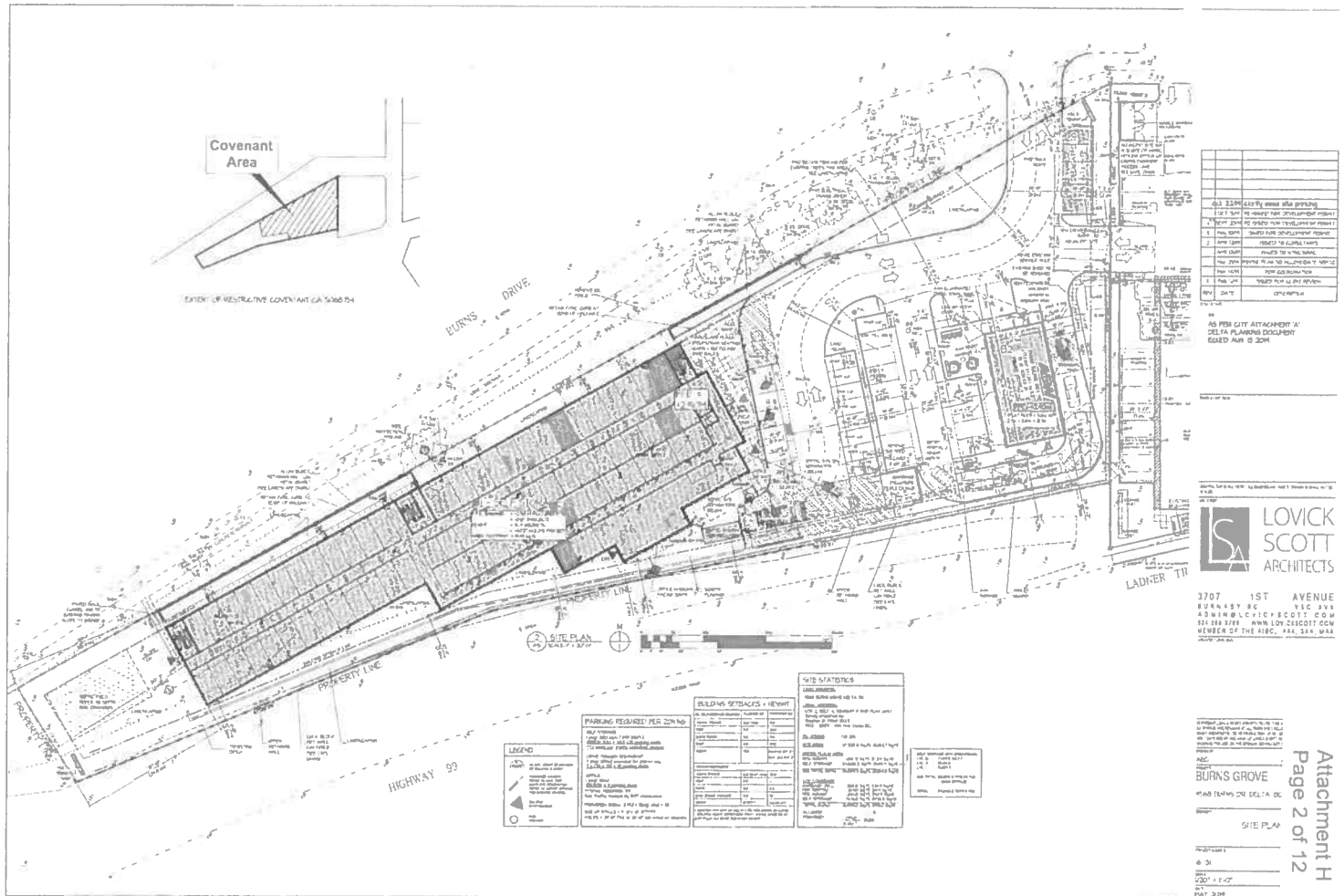
VIEW FROM HIGHWAY, LOOKING NORTH-EAST

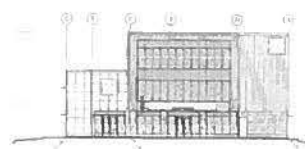


SELF STORAGE BUILDING, LOOKING NORTH-WEST

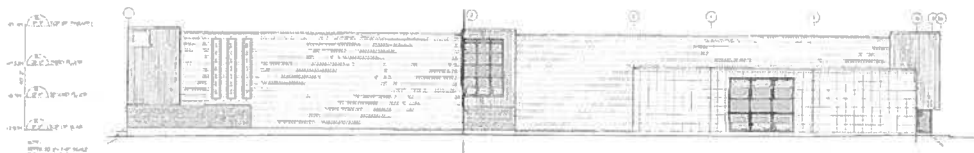


PROPOSED A-W RESTAURANT (B#2), LOOKING SOUTH





EAST ELEVATION
SCALE: 1/8" = 1'-0"
BY: A. J. FORBES, INC.



③ SOUTH ELEVATION
14' 4 1/2" x 10' 1 1/2"
102' 1 1/2" x 10' 1 1/2" - 10' 1 1/2" x 10' 1 1/2"



2. 已知: $\angle A = 90^\circ$, $\angle B = 30^\circ$, $\angle C = 60^\circ$
 求: $\angle A$ 的度数
 解: $\angle A = 180^\circ - \angle B - \angle C = 180^\circ - 30^\circ - 60^\circ = 90^\circ$

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Journal of Internal Medicine 245: 395–401



3707 1ST AVENUE
BURNABY BC V5C 3Y6
ADMIN@LDVICKSCOTT.COM
604.298.3703 WWW.LDVICKSCOTT.COM
MEMBER OF THE AISC AAA, 344, MFP

AT/MMS

WALSH GROVE

6560 WALSH DR DFLA, FL

OVERALL ELEVATION

DATE: 7/15/14

TIME: 10:00

BY: J. A.

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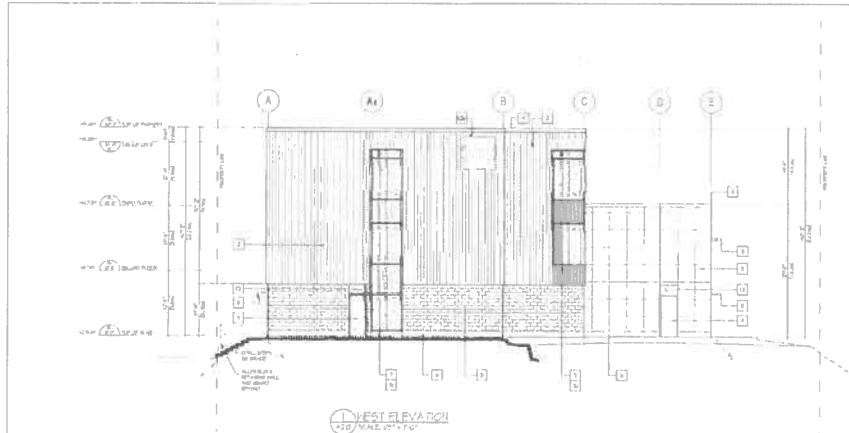
316. 100'

317. 100'

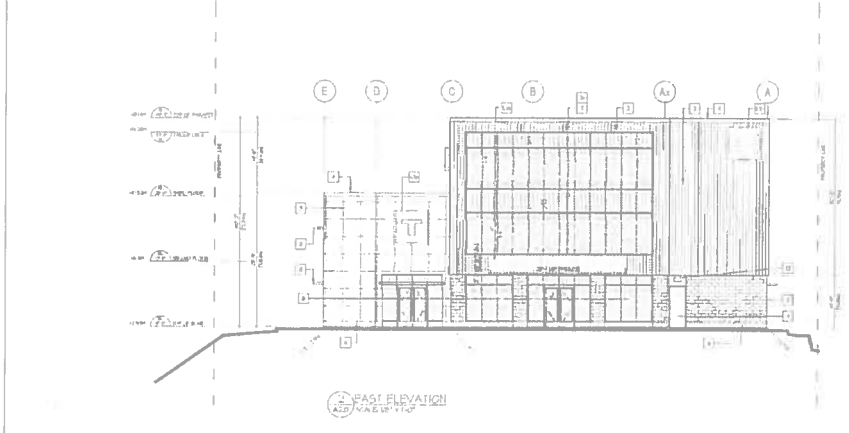
318. 100'

319. 100'

320. 10



EXTERIOR FINISHES		
NO.	ELEMENT	DESCRIPTION
1	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
2	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
3	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
4	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
5	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
6	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
7	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
8	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
9	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
10	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
11	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
12	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.

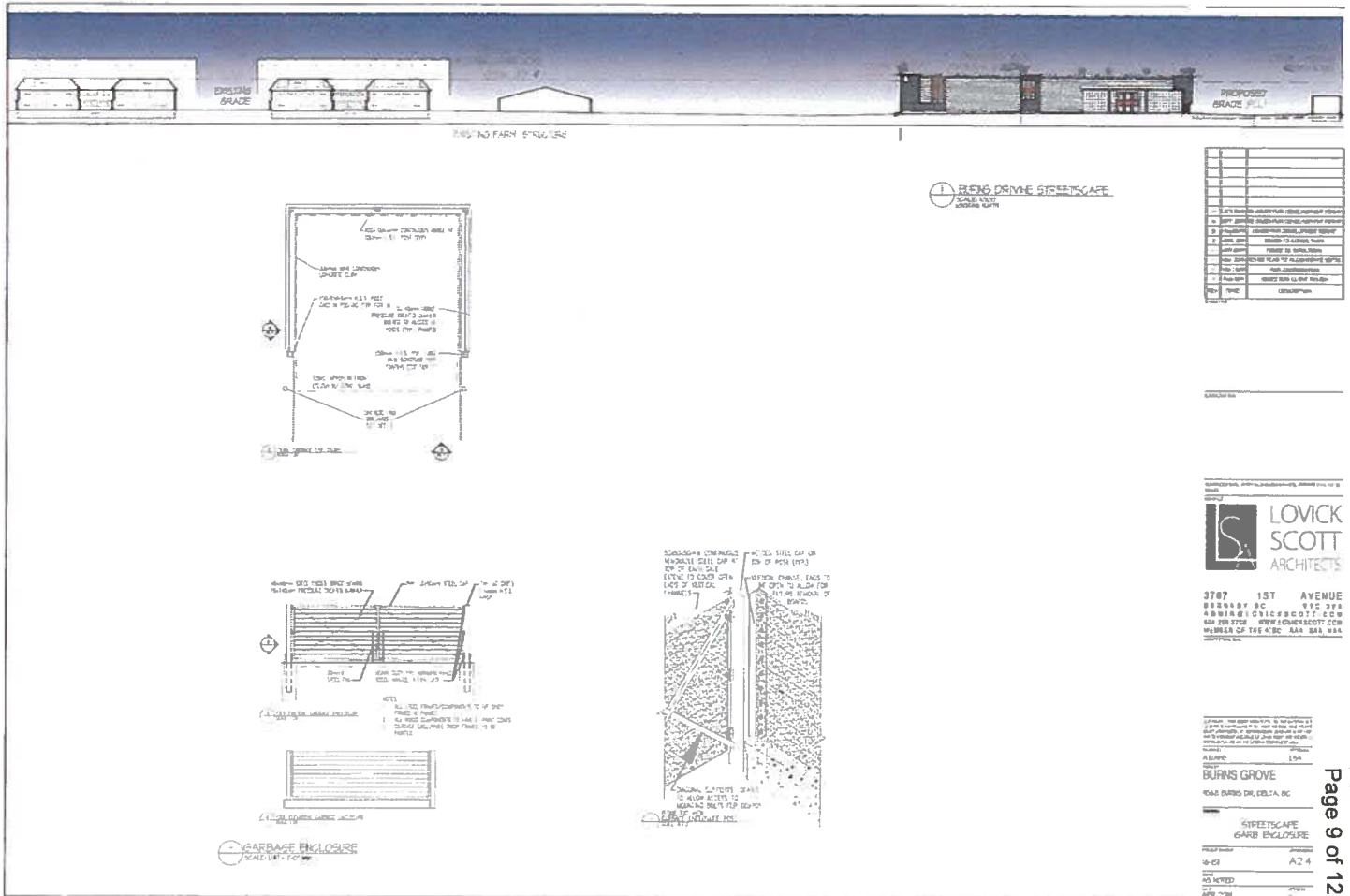


1	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
2	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
3	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
4	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
5	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
6	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
7	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.
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12	WALL, 12" MINIMUM	CONCRETE, 12" MINIMUM, WITH FINISH AS SHOWN ON SECTION. EXTERIOR SURFACE TO BE FINISHED WITH STUCCO.

3707 1ST AVENUE
BURNABY BC V5C 1X4
ADMIN: LOVICK SCOTT & CO
REVISED: 2018 WING LOCKERBURY CO
MEMBER OF THE ABC AAA 2018

Attachment H
Page 6 of 12

BURNS GROVE
4900 GARDEN LANE, DELTA BC
SELF-STORY
ELEVATION



LOVICK SCOTT ARCHITECTS

3787 1ST AVENUE
BIRMINGHAM, AL 35202
205.975.1234
WWW.LOVICKSCOTT.COM

BURNS GROVE

1045 DAVIS DR, DELTA, GA

STREETScape GARB ENCLOSURE

Project No. 10-01
Scale: 1/4" = 1'-0"

[illegible]

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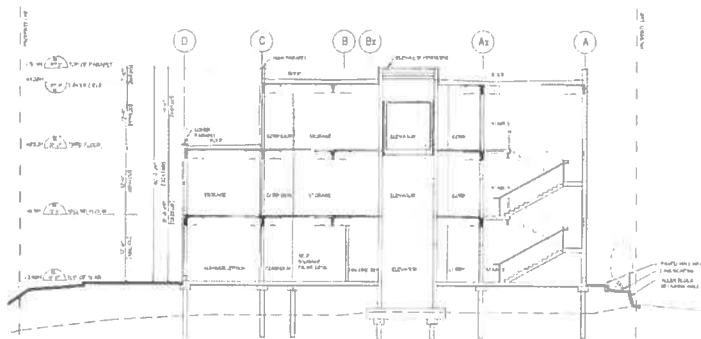
OFFICE: 416-461-1414, FAX: 416-461-1415, WWW.LOVICKSCOTT.COM
 3707 1ST AVENUE
 BURNABY, BC V5C 3V8
 CANADA
 TEL: 416-461-1414
 WWW.LOVICKSCOTT.COM
 MEMBER OF THE AIBC, AIA, RIA, RIA

התאחדות המורים והמורות הישראלית
התאחדות המורים והמורות הישראלית
התאחדות המורים והמורות הישראלית

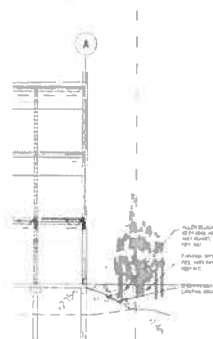
BURNS GROVE

30 REDES

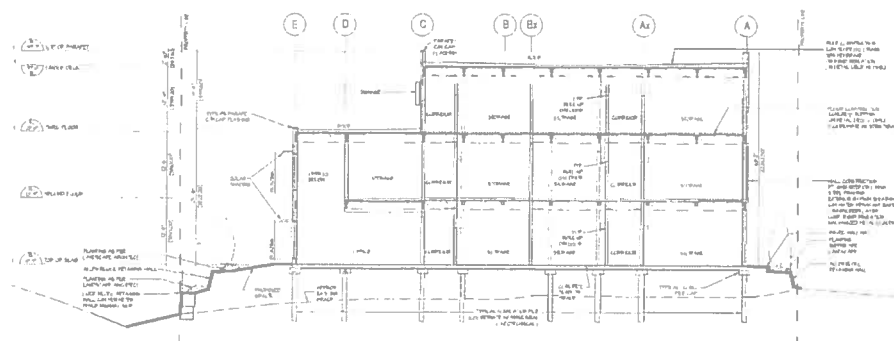
16-CH
EAT
PA
4V
MAY 20H
4V



BUILDING SECTION A



3 BUILDING SECTION, C
4 SCALE 20' = 1"



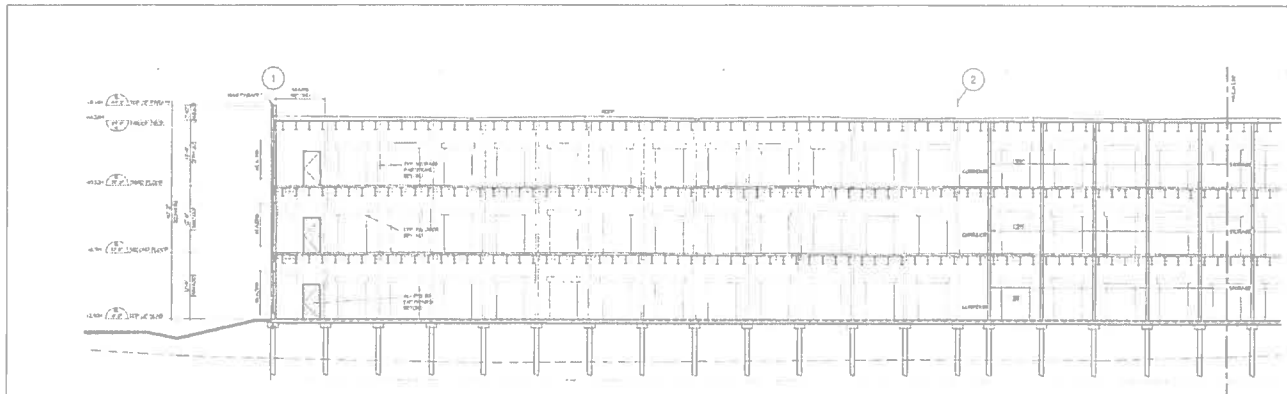
2
2
ALD

BUILDING SECTION B
1/4" ALD, 1/8" x 1/8"

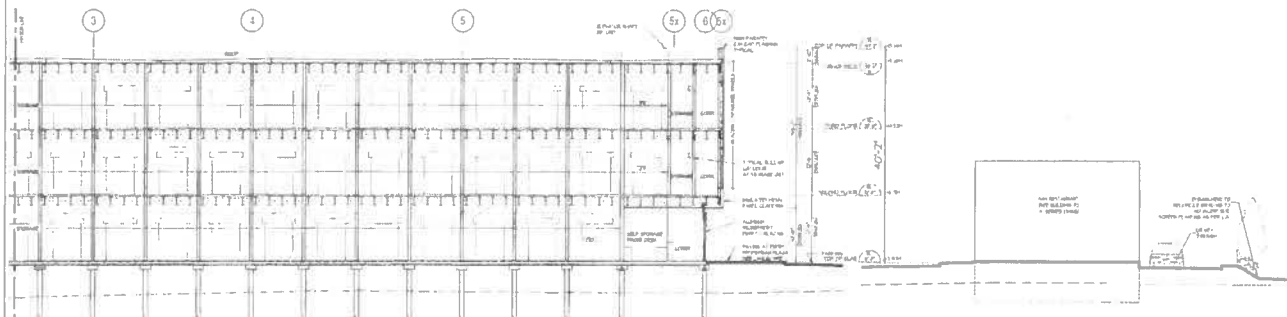
[illegible]

3707 1ST AVENUE
 BLUMHAY BC V5C 3V7
 ADMIN@LOVICKSCOTT.CO
 604.269.3793 WWW.LOVICKSCOTT.CO
 MEMBER OF THE AISC 444 566 MA

ALGENTY
BURNS GROVE
202 BURNS DR DELTA PA
BUILDING 6E
APR 20M



4 LONGITUDINAL BUILDING SECTION - D (partial West)
SCALE: 1/4" = 1'-0"



5 LONGITUDINAL BUILDING SECTION - D (partial East)
SCALE: 1/4" = 1'-0"

1	1/4" = 1'-0"	1/4" = 1'-0"
2	1/4" = 1'-0"	1/4" = 1'-0"
3	1/4" = 1'-0"	1/4" = 1'-0"
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20	1/4" = 1'-0"	1/4" = 1'-0"

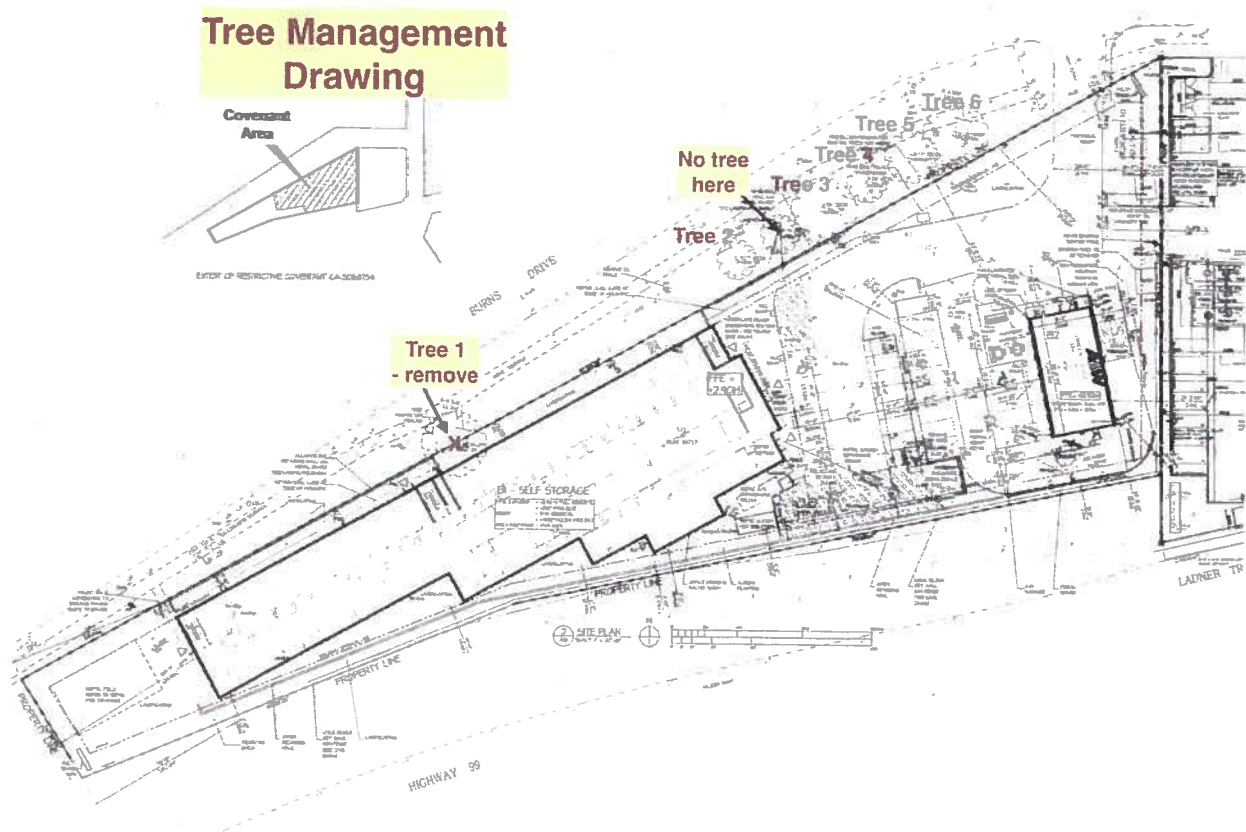


**LOVICK
SCOTT
ARCHITECTS**

3787 1ST AVENUE
BURNABY BC V5C 3A8
ADM. W. DICKSON SCOTT COW
664 234 3766 BURNABY, BC
MEMBER OF THE AIBC 444-344, 444

BURNS GROVE
BURNS GROVE DELTA INC.

BUILDING SECT
1/4" = 1'-0"
1/4" = 1'-0"
1/4" = 1'-0"
1/4" = 1'-0"



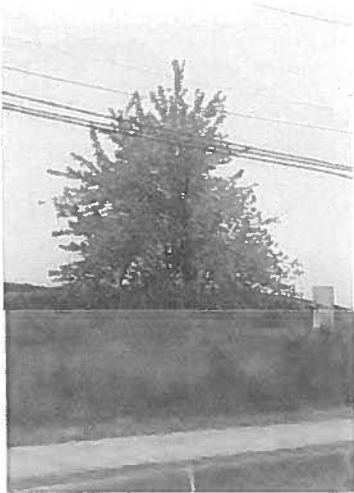
Trees to be Retained

Attachment J
Page 1 of 3

Tree 2

Tree species: Maple (Acer)
Tree health: fair
Tree structure: poor
Height (m): ~6
Spread (m): ~6
Dbh. (cm): ~17
CRZ radius (m): 1.2

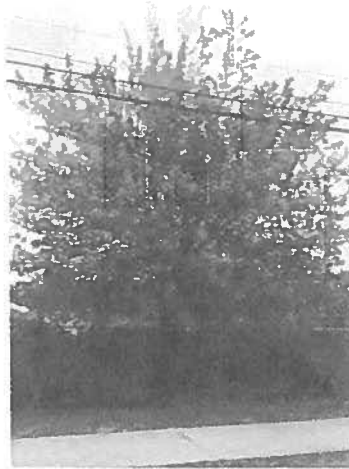
Tree 2



Tree 3

Tree Species: Maple (Acer)
Tree health: fair
Tree structure: fair
Height (m): ~6
Spread (m): ~8
Dbh. (cm): ~25
CRZ radius (m): 1.5

Tree 3



Tree 4

Tree species: Maple (Acer)
Tree health: fair
Tree structure: fair
Height (m): ~6
Spread (m): ~6
Dbh. (cm): ~20
CRZ radius (m): 1.2

Tree 4



Tree 5

Tree Species: Maple (Acer)
Tree health: fair
Tree structure: poor
Height (m): ~6
Spread (m): ~8
Dbh. (cm): ~17
CRZ radius (m): 1.2

Tree 5



Trees to be Retained

Tree 6

Tree species: Maple (Acer)

Tree health: very poor

Tree Structure: very poor

Height (m): ~6

Spread (m): ~7

Dbh. (cm): ~15

CRZ radius (m): 1.2

Tree 6



Tree 6 – trunk decay



Part 3 – Trees recommended for removal.

Tree 1 data:

Tree species: Weeping Willow (Salix)

Tree health: fair

Tree Structure: fair

Height (m): ~10

Spread (m): ~11

Dbh. (cm): ~35

CRZ radius (m): 2.1

Tree 1 - partially under hydro wires

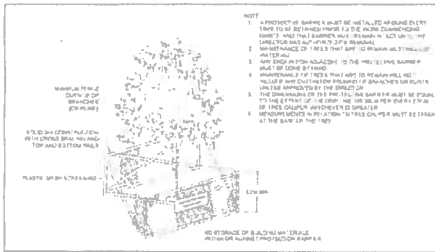


Tree 1



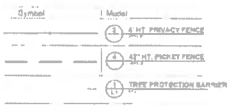
Tree 1 - leans south, towards subject property.



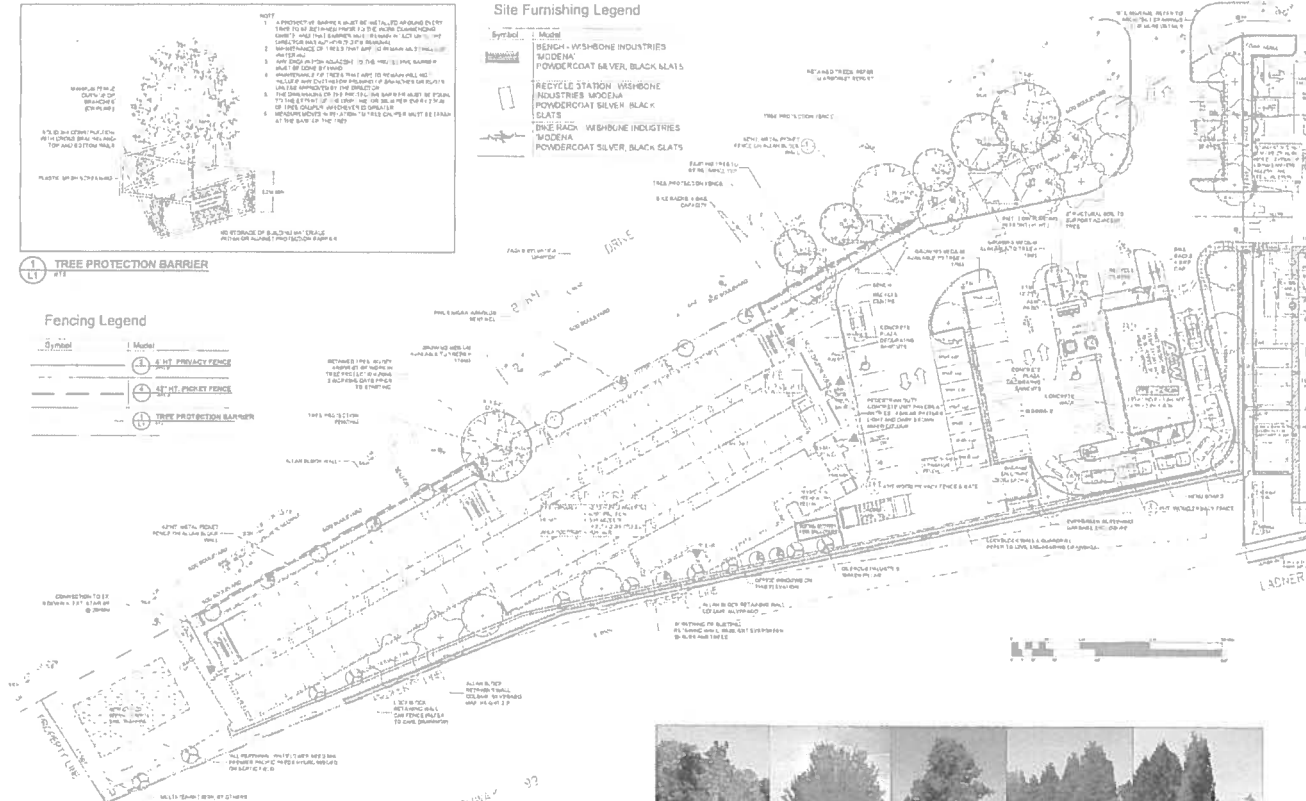
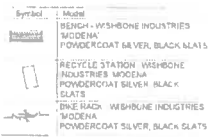


1m x 1m TREE PROTECTION BARRIER

Fencing Legend



Site Furnishing Legend



LIQUIDAMBAR STYRACIFLUA 'WORLESTON' ACER RUBRUM 'OCTOBER GLORY' LIRIODENDRON TULIPIFERA 'PINUS STROBUS' 'SENTINEL' QUERCUS PALUSTRIS 'GREEN PILLAR'

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pmg
LANDSCAPE
ARCHITECTS

1000 10th St. N. Suite 100
Burnsville, MN 55337
P: 763.294.0811 F: 763.294.0222



NO.	DESCRIPTION	DATE	BY	CHKD
1	PREPARED BY: PMG	10/1/11	PMG	PMG
2	REVISION: 1	10/1/11	PMG	PMG
3	REVISION: 2	10/1/11	PMG	PMG
4	REVISION: 3	10/1/11	PMG	PMG
5	REVISION: 4	10/1/11	PMG	PMG
6	REVISION: 5	10/1/11	PMG	PMG
7	REVISION: 6	10/1/11	PMG	PMG
8	REVISION: 7	10/1/11	PMG	PMG
9	REVISION: 8	10/1/11	PMG	PMG
10	REVISION: 9	10/1/11	PMG	PMG

PROJECT
BURNS GROVE
COMMERCIAL DEV.
1100 BURNS DRIVE
DELTA, BC

LANDSCAPE
PLAN

DATE: 10/1/11
SCALE: 1"=40'
DRAWN: JCL
CHECKED: JCL
BY: JCL

Attachment K
Page 1 of 3

PLANT SCHEDULE		PMS PROJECT NUMBER: 19-003	
PLANT SCHEDULE		CLIENT: BURNS GROVE COMMERCIAL DEV	
1	1.00	1.00	1.00
2	2.00	2.00	2.00
3	3.00	3.00	3.00
4	4.00	4.00	4.00
5	5.00	5.00	5.00
6	6.00	6.00	6.00
7	7.00	7.00	7.00
8	8.00	8.00	8.00
9	9.00	9.00	9.00
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99	99.00	99.00	99.00
100	100.00	100.00	100.00

pmg LANDSCAPE ARCHITECTS

5568 BURNS DRIVE
DELTA, BC

SHRUB PLAN

Page 2 of 3

Attachment K

Sustainability Features and Green Growth Index Summary

Key sustainability features for the development include the following:

- 2 electric vehicle charging spaces will be provided.
- Bicycle racks will be provided near both buildings.
- Climate-based irrigation controls will be utilized.
- High-efficiency heating and cooling technologies will be used.

On the Green Growth Index, the proposal scored across all three sustainability categories: social, integration with natural environmental processes, and green construction and building technology.

The following table summarizes the total number of points possible for each category and the actual scores given for the proposed development:

	Score for Main Sustainability Categories	
Category:	Possible Points	Score
Social Sustainability	33	8
Integration with Natural Environmental Processes	20	8
Green Construction & Building Technology	32	21
TOTAL	85	37

Some possible points were deducted as housing affordability, accessibility for housing units, heritage retention and brownfield development do not apply to this project. The proposal achieves 44% of the possible available points.



The Green Growth Index is part of Delta's commitment to the long-term sustainability of the community. This commitment is found in the highest levels of policy guiding the municipality, from the Official Community Plan to the Delta Community Energy and Emissions Plan.

Delta Community Energy and Emissions Plan: The Vision

"The communities in Delta will make the transition to an energy efficient, sustainable future. Our community members will be engaged and committed to reducing our contributions to climate change. We are focused on creating vibrant, compact and affordable neighbourhoods."

Please complete the Index on the following pages and tally your score on the last page. You can provide additional details or explanations on a separate page. These will be included in the report to Council on your project.

RECEIVED

OCT 23 2019

Community Planning &
Development Dept.

Delta

Instructions

- 1 Review the Green Growth Index**
- 2 Planning & Design:**
Plan your project to incorporate community feedback and include sustainable design features.
- 3 Complete the Checklist:**
Complete the checklist and include details of each feature where possible. Ensure that the features proposed are technically feasible.
- 4 Submit Completed Index with Development Application:**
Include the completed Green Growth Index with your development application.
- 5 Review by Staff:**
Community Planning & Development staff will review your proposal along with the answers in the Green Growth Index. You may be asked to provide clarification or additional information.
- 6 Report to Council:**
The staff report on your application will include information about your project's sustainability features and how these will be secured.

About the Index Ratings

Each of the sustainability measures are assigned a point rating based on the innovativeness, cost and potential impact on overall sustainability.

A score can tell only a small part of the story. A more complete picture will be provided in the planner's report to Council through a description of the specifics of the project.

If you feel something is missing from the Index, please provide additional details. The more information you can provide, the better you will be able to demonstrate the green features of your development.

Social Sustainability

Community Engagement

	Points Available	Points Earned
Residents and community stakeholders are involved in the planning and design process beyond basic municipal and provincial requirements. Describe: Land owner next to site is involved with design	2	2
Post-construction community involvement planned (e.g. education on sustainability features of development, set up community groups, community gardens, etc.).	2	0
Total (4)		2

Housing Affordability

The proposed development includes non-market housing (e.g. subsidized, social, public, co-housing, co-operative housing). Describe the form of tenure and the number of units to be provided:	1	0	N/A
The proposed development includes affordable (market) rental units. Detail the number of units and the expected average rent:	2	0	N/A
Project includes affordable market housing. Affordability should be based on a benchmark of housing costs not exceeding 30% of the Delta median gross household income of \$80,874.	2	0	N/A
Total (3)	(0)	0	

Accessibility

The project contains a mix of housing types and forms to meet the needs of different age groups or family types.	2 N/A	0
Proposed housing units incorporate features to enhance adaptability and accessibility for people of various physical abilities (e.g. wider door openings, textured path edges, etc.).	1 N/A	0
Total (3)	(0)	0

Amenities

	Points Available	Points Earned
New non-vehicular links to continuous open space systems, linear parkways and greenways (to parks, schools, shopping and community facilities) are provided by the development. Describe new linkages to be provided:	3	0
Development offers secure bicycle storage, e.g. secured room in building or bike lockers.	2	0
Development offers showers or change rooms for bike commuters.	2	0
Electric car charging station provided.	2	2
Amenities shared among residents/tenants (e.g. meeting rooms, community gardens, outdoor amenity space, roof-top patios). List all amenities provided: 2 no. EV stations will be updated into the drawings	1	0
Development offers bicycle racks.	1	1
Development offers preferred parking (close to entrance or reduced parking fees) for car-share automobiles or high-efficiency vehicles (hybrids, electric, "Smart Cars").	1	0
The site plan facilitates easy access to public transit and features that would support alternative modes of transportation.	1	1
Total (13)		4

Community Integration & Improvement

The project reuses, relocates or rehabilitates a building on Delta's Heritage Inventory. Note whether the development will involve a heritage revitalization agreement or restoration covenant.	2 N/A	0
The project design complements or enhances local identity (architectural design, landscaping, natural features, etc.). Explain how: Design has taken into account City of Delta architectural requirements. Streetscape renderings have been provided showing how the buildings blend in with the environment	2	0
The project will provide amenities that are open to the public; e.g. daycare, public open space, cultural space, benches, weather protection for public spaces, waste receptacles, bicycle storage. Include a description: Outdoor seating area adjacent to A&W is available	2	0

Community Integration & Improvement (Cont'd)	Points Available	Points Earned
The overall design encourages interaction among people and a sense of place through design (e.g. location of amenities, connection among new and existing communities, pedestrian circulation). Include a description:	2	0
Individual properties are not divided by fences but by vegetation such as hedges or trees.	1	0
The project is within a ten minute walk (approximately 800 m) of:		
• Schools	1	0
• Health care services	1	0
• Public transit	1	1
• Commercial services	1	1
• Parks, recreation centres or trails	1	1 0
Total (15)	(12)	2

Integration With Natural Environmental Process

Stormwater Management

Development includes use of green roof technology (roof top patios not included).	3	0
Permeable paving used wherever paving is implemented (e.g. roads, shoulders, walkways, pathways through parks, etc.).	2	0
Roof leaders direct water onto pervious surfaces, not storm sewers (subject to approval by the Director of Engineering).	2	2
Development will use bioengineering technology to allow natural infiltration of rainwater on-site (e.g. stormwater infiltration trenches, engineered wetlands, swales, rain gardens).	2	2
Sediment and erosion controls to the standards specified in the latest version of Master Municipal Specifications to be used during construction.	1	1
Total (10)		5

Habitat Conservation

Terrestrial vegetated linkages are provided for wildlife corridors.	2	1
Provide a net gain of habitat diversity. This could include planting of trees in excess of minimum replacement requirements or native vegetation that will be managed as habitat.	2	0
Native vegetation supporting resident wildlife species will be retained.	1	1
Total (5)		2

Landscaping (See also: <http://nativeplants.evergreen.ca>)

	Points Available	Points Earned
Existing landscape features incorporated into the design concept (e.g. ponds, watercourses, tree clusters).	2	0
The tree canopy at maturity will shade/cover at least 40% of site on commercial and residential sites; 20% on industrial sites.	2	0
Plant species have been selected based on appropriateness for the site as well as easy and environmentally-friendly maintenance (e.g. native species, drought-tolerant species and those that require minimal or no pesticides).	1	1
	Total (5)	2 1

Green Construction & Building Technology

Construction (See also: www.sustainablebuildingcentre.com)

Project results in remediation of a brownfield site.	1 N/A	0
Soil compaction and disturbance to vegetation minimized in areas which are not to be built on or paved. Explain how:	1	0
Water will be conserved during construction phase.	1	1
Airborne dust controls will be in place during construction. Explain:	1	1
	Total (4) (3)	2

Building Materials*

At least 10% (based on project value) of a project's materials are comprised of salvaged, refurbished, or reused materials.	3	2
At least 15% (by value) of the building materials are comprised of recycled content.*	3	1
<i>*Recycled content defined by CAN/CSO-ISO 14021-00 Environmental Labeling and Advertising Guidelines.</i>		
At least 20% (based on value) of the building materials include products harvested, manufactured and supplied within 800 km of the project site.	2	2
Framing lumber is certified "environmentally friendly" according to accepted forest certification standards (e.g. ISO14001, Canadian Standards Association, Sustainable Forestry Initiative).	1	1
Finger-jointed studs used (an engineered product which maximizes use of material).	1	1
Construction materials offer enhanced durability (e.g. "Hardie" panel siding).	1	1

Building Materials* (Cont'd)	Points Available	Points Earned
Low-emitting interior fittings and finishes (e.g. Interior carpets and paints meet CRI 'Green Label' standards for indoor air quality).	1	1
<i>*Note: documentation required for this category</i>	Total (12)	9

Waste Management

(See "DLC Toolkit" at: www.metrovancouver.org/about/publications/Publications/DLCToolkit.pdf)

Development will employ comprehensive waste management and recycling as described in the Metro Vancouver "DLC Toolkit" during construction. Job-site recycling plan posted on site.	3	3
Development includes facilities designed for ease of use to facilitate comprehensive waste management and recycling (e.g. in-suite recycling and composting).	1	1
	Total (4)	4

Water & Energy Efficiency

(See: www.bchydro.com/powersmart/builders_developers.html)

Development will derive/generate clean energy on-site (solar, geothermal, wind), participate in district energy distribution system or provide infrastructure for future retro-fit to clean energy use.	4	0
Climate-based automatic irrigation controls.	2	2
High-efficiency heating and cooling technologies incorporated (e.g. Commercial, industrial and large multi-family residential designed to achieve a 25% efficiency improvement over the Model National Energy Code for Buildings).	2	2
Rainwater collected and re-used on-site (e.g. rain barrels).	1	0
Building sited and operable windows placed to maximize natural light and ventilation (compliant with Building Code restrictions).	1	1
Building and site lighting is designed to maintain safe light levels while avoiding off-site light spillage and night-sky lighting.	1	1
Low energy appliances installed in all units (e.g. 'Energy Star' rated).	1	0
Minimum R-26 overall wall insulation installed.	1	0
	Total (13)	6

Other (See: www.sustainablebuildingcentre.com)

	Description:
If this project has been registered for third-party green development certification (e.g. LEED [Leadership in Energy and Environmental Design], BuiltGreen Gold, GreenGlobes, Energuide 80) which program and at what level?	
Is there something unique or innovative about your project that has not been addressed in this Index? This information will be provided to Council during consideration of your application.	

Economic Sustainability

Sustainability includes not only social and technological considerations, but economic as well. Describe how your proposed development will benefit Delta's economy. Consider, for example, the following:

1. How the completed project will help diversify the local economy, either by business type or size.
2. How the project will improve network or trade opportunities for new and existing businesses.
3. Are there are other economic benefits that might come from this project (e.g. units in multi-family housing designed or appropriate for home based businesses).
4. Will additional permanent employment opportunities be created by this project? How many?
5. What types of jobs will be created?

Please provide a description of how your development project will support and enhance the economic sustainability of Delta on a separate page.

Final Score:

Category	Points Available	Points Earned
Social	44 33	8 8
Integration with Natural Environmental Processes	20	8 8
Green Construction & Building Technology	36 32	21
Total	100 85	35 37

Defining Your Level of Commitment to Implementation:

Finally, tell us what your level of commitment to implement each green feature checked off or the expected outcome for each component. Circle the statement or statements below that apply to your project:

1. The features checked off in the list are under consideration and there is an intention to implement them.
2. Information on the particular green feature is detailed in the proposal, specifications included, a feasibility study provided, or is shown on plans. The details provided are specific enough to be verified by the planner as meeting the objectives of the Green Growth Index.
3. The proposed green features will be included in the development agreement, servicing agreement, landscape agreement, Development Permit or other form of covenant.

Signature



City of Delta
COUNCIL REPORT
Regular Meeting

To: **Mayor and Council**

File No.: **LU008683**

From: **Community Planning & Development** Bylaws No: **7897 and 7898**
Department

Date: **January 29, 2020**

**Third Reading Consideration for Bylaws and Permits for Proposed
Drive-Through Restaurant and Self-Storage Facility with Office Use at
9568 Burns Drive (THA Investment Ltd.)**

The following report has been reviewed and endorsed by the City Manager.

▪ **RECOMMENDATIONS:**

- A. THAT third reading be given to Bylaw No. 7897.
- B. THAT third reading be given to Bylaw No. 7898.
- C. THAT the Metro Vancouver Board be requested to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010" by changing the regional land use designation of the property at 9568 Burns Drive from Agricultural to Rural.
- D. THAT should Metro Vancouver give first and second readings to the bylaw to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010", staff be authorized to send Delta's Regional Context Statement Amendment Bylaw No. 7897 to the Metro Vancouver Board.

▪ **PURPOSE:**

The purpose of this report is to provide follow-up on the various questions asked during and following the December 9, 2019 Public Hearing and to present for Council's consideration third reading of Official Community Plan Amendment Bylaw No. 7897 (Attachment A) and Zoning Amendment Bylaw No. 7898 (Attachment B) relative to a proposed drive-through restaurant and three-storey self-storage facility with office use at 9568 Burns Drive. A location map is provided in Attachment C and a project data table is provided in Attachment D.

▪ **BACKGROUND:**

This application involves a proposal to construct a one-storey drive-through restaurant and three-storey self-storage facility with office use on a 0.63 ha (1.5 ac) vacant property. The site is surrounded by a large agricultural property to the north, a gas station/convenience store/Tim Horton's drive-through restaurant to the east, and

Ladner Trunk Road, Highway 99 and the Matthews Interchange to the south. An Official Community Plan amendment, rezoning, development variance permit and development permit are required to permit the proposed development. An amendment to the Metro Vancouver Regional Growth Strategy land use designation for the property would also be required.

At the November 4, 2019 Regular Meeting of Council, Council gave first and second readings to Official Community Plan Amendment Bylaw No. 7897 and Zoning Amendment Bylaw No. 7898, endorsed the supplementary recommendations and referred Bylaws No. 7897 and 7898, Development Variance Permit LU008683 and Development Permit drawings for the subject proposal to the December 9, 2019, Public Hearing. Council postponed consideration of third reading for the bylaws for this project pending receipt of additional information on several issues raised at the Public Hearing. The information requested by Council is provided below.

▪ **DISCUSSION:**

At the December 9, 2019 Public Hearing, in addition to the developer, two people spoke in opposition to this application (Attachment E). At the Meeting Following the Public Hearing, Council requested that additional information be provided by staff on several issues (Attachment F), which are discussed below.

1. **Burns Drive Traffic and Parking Review:**

Staff were requested to provide clarification on the current enforcement of traffic, parking and safety issues on Burns Drive, location of the mailbox, impact on farm vehicles and gate issues.

Following the Public Hearing, staff conducted a number of site visits to review traffic and parking issues along Burns Drive. As noted, short term parking in the vicinity of the existing commercial businesses is reducing the ability for large farm vehicles to travel along Burns Drive for access to and from 96 Street. As a measure to increase enforceability, the existing no parking signs are being replaced with no stopping signs. The no stopping signs have been ordered and will be installed in February 2020. The no stopping zone has been expanded along Burns Drive and 96 Street, as shown on Attachment G. This includes the area around the Canada Post mailbox on 96 Street. Recognizing the need for local residents to access their mail at the community mailbox, Bylaws staff will exercise discretion when conducting enforcement in this area.

Staff have also increased monitoring of the manual gate at Burns Drive and 88 Street. This gate restricts access to Burns Drive, which is classified as a farm vehicle only route. Unfortunately, the manual gate has been subject to repeated vandalism as it provided a shortcut to the Vancouver Landfill. A large automated steel gate along Burns Drive at 72 Street, adjacent to the Vancouver Landfill entrance, has recently been installed to deter unauthorized use of Burns Drive. The City has identified the upgrade of the existing manual gate at Burns Drive and 88 Street with a large automated steel gate as part of the 2020 capital budget. The gate locations are shown on the map in Attachment H.

A map showing the 78 Street interchange works being constructed as part of the Parkwood development is provided in Attachment I.

Bylaws staff will continue to regularly monitor Burns Drive and 96 Street to enforce the stopping restrictions and farm vehicle access routes.

2. Agricultural Land Reserve Status of Subject Property:

A question was raised regarding the Agricultural Land Reserve status of the subject property. The subject property is located in the Agricultural Land Reserve, however, the Agricultural Land Commission has confirmed that it is exempt from restrictions on the use of agricultural land as it is a parcel under 0.8 ha (2 ac) in size, which has existed under the same property title since 1972.

The Agricultural Land Commission noted that since the property is directly adjacent to Agricultural Land Reserve lands that are actively farmed, future users of the proposed development should expect to be surrounded by the sights, smells and sounds associated with normal farm practices. As such, and to mitigate potential conflicts between future users of the property and adjacent farm operations, the Agricultural Land Commission recommends that City of Delta should require the proposed development to include fencing and buffering to the standards outlined in the Ministry of Agriculture's *Guide to Edge Planning*.

The owner would be required to enter into a restrictive covenant to acknowledge the proximity of the site to agricultural properties and a major highway and the associated nuisances such as noise, dust, odours, light and air pollution. Landscaping is proposed along the north property line, and there is also a road between the subject property and the nearest agricultural property, creating a further buffer and negating the need for fencing.

3. Compensation for Agricultural Land Being Used for Commercial Purposes:

A question was raised about whether there was potential for compensation to be provided for allowing Agricultural Land Reserve land to be used for commercial purposes. The current zoning of the subject property is Comprehensive Development Zone No. 236 (under "Delta Zoning Bylaw No. 2750, 1977") and the only permitted use is garden shop, which is a commercial use. In addition, the Agricultural Land Commission would not be able to prevent other commercial uses since the subject property is exempt from the Agricultural Land Reserve restrictions on the use of agricultural land.

Applicants for some large scale development applications have provided compensation for allowing non-farm use of Agricultural Land Reserve property, however, Delta does not have a policy requiring compensation. For this application, the agricultural capability of the subject property is very minimal as it is only 0.63 ha (1.5 ac) in area and is directly adjacent to a gas station/convenience store/drive-through restaurant to the east and roads to the north, south and west.

Next Steps:

Should Council give third reading to Official Community Plan Amendment Bylaw No. 7897 and Zoning Amendment Bylaw No. 7898, the application would be referred to Metro Vancouver. The Metro Vancouver Board would be requested to amend the Regional Growth Strategy by changing the regional land use designation of the subject property from Agricultural to Rural.

Staff have consulted with Metro Vancouver, who have advised that upon receipt of the application, they would recommend to the Board a similar approach to that taken for the application for the property at 9341 Ladner Trunk Road. In that case, the Metro Vancouver Board passed the following resolution at its meeting on July 29, 2016:

That the GRVRD Board:

- a) Determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9341 Ladner Trunk Road is not required; and*
- b) Convey to the Corporation of Delta that the Official Community Plan amendment and rezoning does not require a regional land use designation amendment via Metro 2040 amendment or Regional Context Statement amendment.*

If Metro Vancouver does not take this approach, a Type 2 Minor Amendment to the Regional Growth Strategy would be required, which would include a regional Public Hearing. The Metro Vancouver Board would also need to approve Delta's Regional Context Statement Amendment Bylaw No. 7897.

Additional external approvals required include:

- a) Ministry of Agriculture
Since the subject property is within the Agricultural Land Reserve, Zoning Amendment Bylaw No. 7898 would be referred to the Ministry of Agriculture for approval.
- b) Ministry of Transportation and Infrastructure
Since the subject property is within 800 m (2,625 ft) of a controlled access highway, Zoning Amendment Bylaw No. 7898 would be referred to the Ministry of Transportation and Infrastructure for approval.

▪ **CONCLUSION:**

The proposed Regional Growth Strategy amendment, Official Community Plan amendment, rezoning, development variance permit and development permit would allow construction of a drive-through restaurant and three-storey self-storage facility with office use on the property at 9568 Burns Drive. This report has addressed the questions asked at the December 9, 2019 Public Hearing and the Meeting Following the Public Hearing.



It is recommended that Bylaws No. 7897 and 7898 be given third reading, and the Metro Vancouver Board be requested to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010" by changing the regional land use designation of the property from Agricultural to Rural.



Marcy Sangret
Director of Community Planning & Development

Department submission prepared by: Mike Ruskowski, Senior Planner
MR/cd

This report has been prepared in consultation with the following listed departments.

Concurring Departments		
Department	Name	Signature
Engineering	Steven Lan	
Property Use & Compliance	Hugh Davies	

▪ **ATTACHMENTS:**

- A. Bylaw No. 7897
- B. Bylaw No. 7898
- C. Location Map
- D. Project Data Table
- E. Excerpt of Minutes of the December 9, 2019 Public Hearing
- F. Excerpt of Minutes of the December 9, 2019 Meeting Following the Public Hearing
- G. Map Showing No Stopping Zone on Burns Drive and 96 Street
- H. Map Showing Gate Locations
- I. Map Showing 78 Street Interchange Works

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CITY OF DELTA

BYLAW NO. 7897

*A Bylaw to amend "The Corporation of Delta
Official Community Plan Bylaw No. 3950, 1985"*

WHEREAS the Council of the City of Delta has adopted an Official Community Plan pursuant to Section 472 of the *Local Government Act*:

NOW THEREFORE, the Council of the City of Delta in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as **"The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (Regional Context Statement Amendment for THA Investment Ltd. –LU008683) Bylaw No. 7897, 2019"**.
2. Schedule A of "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985", as amended, is hereby further amended by changing the Regional Context Statement designation of the lands outlined in bold and marked "Subject Property" on Schedule 7897-1 to this bylaw from Agricultural to Rural and amending the Regional Context Statement Map accordingly.

READ A FIRST time the **4th** day of **November,** **2019.**

READ A SECOND time the **4th** day of **November,** **2019.**

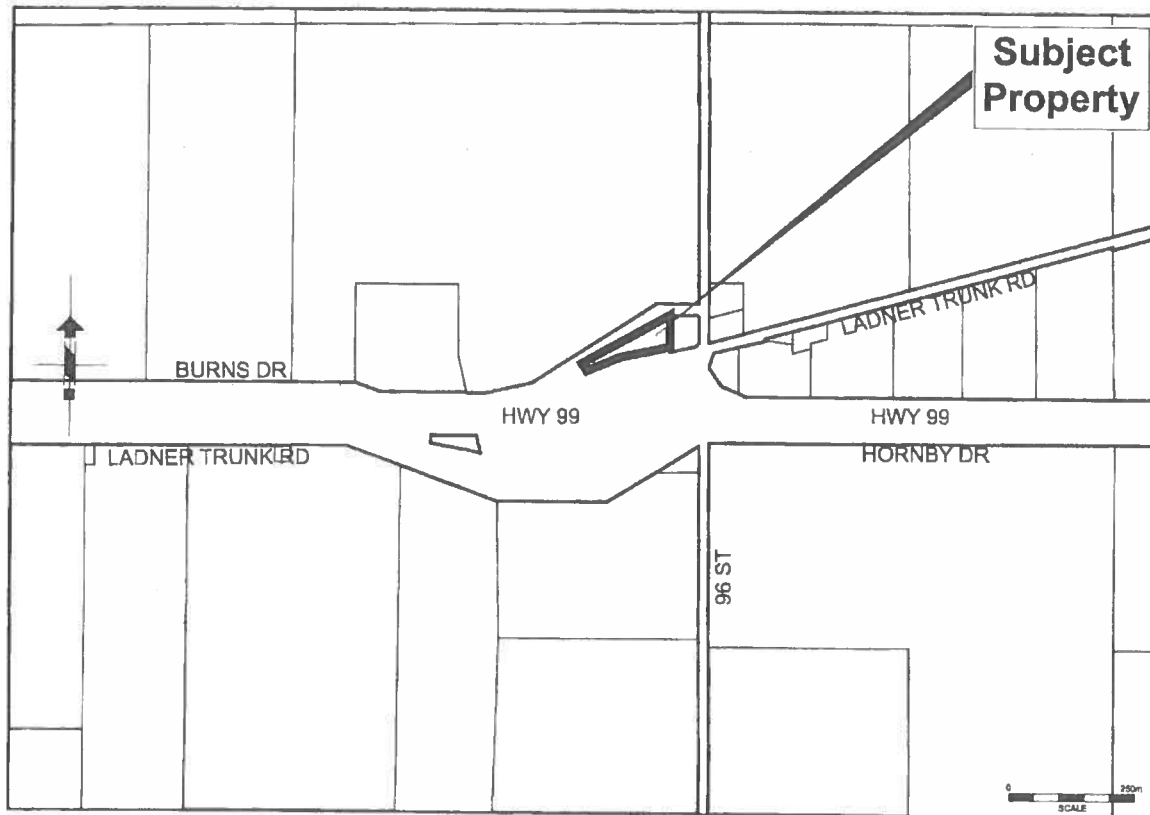
PUBLIC HEARING held the **9th** day of **December,** **2019.**

READ A THIRD time the day of , 201 .

FINALLY CONSIDERED AND ADOPTED the day of , 201 .

George V. Harvie
Mayor

Robyn Anderson
City Clerk



This is Schedule 7897-1 to
 "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985
 Amendment (Regional Context Statement Amendment for THA Investment Ltd. –
 LU008683) Bylaw No. 7897, 2019"

Legal: P.I.D.: 009-206-281
 Lot 2 Section 4 Township 4 New Westminster District Plan 24717

CITY OF DELTA

BYLAW NO. 7898

A Bylaw to amend the "Delta Zoning Bylaw No. 7600, 2017"

The Municipal Council of the City of Delta in open meeting assembled, ENACTS
AS FOLLOWS:

1. This bylaw may be cited for all purposes as **"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ8 – THA Investment Ltd. – LU008663) Bylaw No. 7898, 2019"**.
2. "Delta Zoning Bylaw No. 7600, 2017" as amended is hereby further amended by:
 - (a) inserting "8 Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ8 – THA Investment Ltd. – LU008683) Bylaw No. 7898, 2019" in the correct numerical order in Section 19.2 LIST OF COMPREHENSIVE DEVELOPMENT ZONES AND AMENDMENT BYLAWS in Part 19; and
 - (b) inserting the following zone in numerical order in Part 19:

"COMPREHENSIVE DEVELOPMENT ZONE NO. 8

1. **APPLICATION OF THIS ZONE**
For the purpose of Part 6, Part 7, Part 8 and Part 9, this zone shall be considered a commercial zone.
2. **PERMITTED USES:**
Subject to Section 4.3 Conditional Use of Land, the following uses and no other uses shall be permitted:

PRINCIPAL USES

Drive-through restaurant

Office operation

Self storage

3. **SETBACKS**
Minimum setbacks shall be:

	Principal Structure	Accessory Structure
Front (South)	3 m	3 m
Interior Side (East)	7 m	7 m
Side (West)	24 m	3 m
Rear (North)	3 m	3 m

Bylaw No. 7898

- 2 -

4. HEIGHT

The *maximum height* shall be:

	<i>Principal Structure</i>	<i>Accessory Structure</i>
<i>Maximum Storeys</i>	3	1
<i>Maximum height to mid-roof or the top of a flat roof</i>	12.5 m	3.75 m
<i>Maximum height to roof ridge for a pitched roof</i>	12.5 m	4.6m

For the purpose of this zone, *maximum height* shall be measured from the 2.9 m Canadian Geodetic Vertical Datum elevation or the *existing grade*, whichever is greater.

5. MINIMUM LOT SIZE FOR SUBDIVISION

Minimum *lot* area for subdivision shall be 6,000 m².

6. OTHER REGULATIONS

(a) An *office operation* shall only be permitted on the *first storey* of a *building*.

(b) No storage of goods or materials shall be permitted outside a *building*.

Bylaw No. 7898

- 3 -

3. "Delta Zoning Bylaw No. 7600, 2017" as amended is hereby further amended by rezoning the lands as shown outlined in bold and marked "Subject Property" on Schedule 7898-1 attached hereto and forming part of this bylaw as Comprehensive Development Zone No. 8 and by amending the Zoning Maps in Section 22.1 accordingly.

READ A FIRST time the **4th** day of **November,** **2019.**

READ A SECOND time the **4th** day of **November,** **2019.**

PUBLIC HEARING HELD the **9th** day of **December,** **2019.**

READ A THIRD TIME the day of , 201 .

APPROVED BY THE MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE the day of , 201 .

APPROVED BY THE MINISTER OF AGRICULTURE
the day of , 201 .

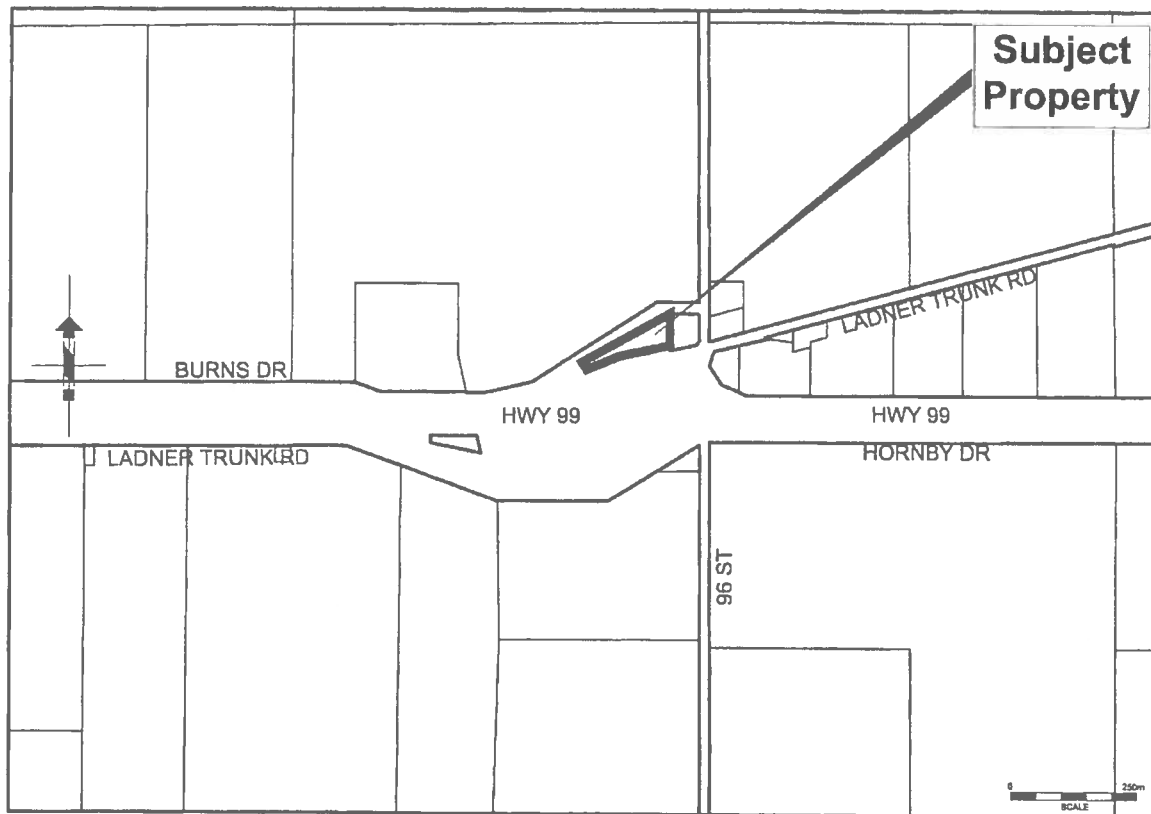
FINALLY CONSIDERED AND ADOPTED the day of , 201 .

George V. Harvie
Mayor

Robyn Anderson
City Clerk

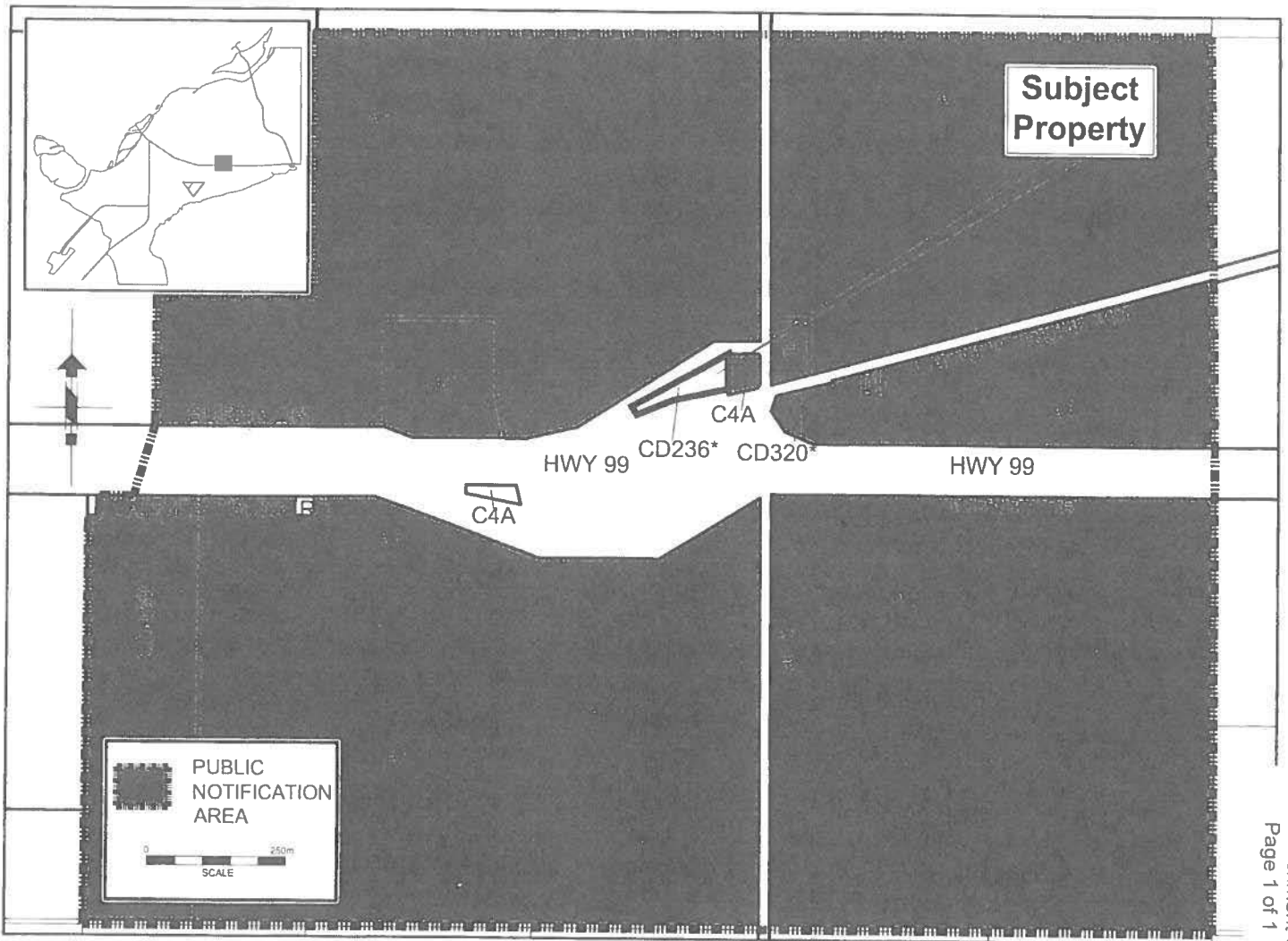
Bylaw No. 7898

- 4 -



This is Schedule 7898-1 to "Delta Zoning Bylaw No. 7600, 2017 Amendment
(CDZ8 – THA Investment Ltd. – LU008683)
Bylaw No. 7898, 2019"

Legal: P.I.D.009-206-281
Lot 2 Section 4 Township 4 New Westminster District Plan 24717



Project Data for 9568 Burns Drive (LU008683)

Owner	THA Investment Ltd.	
Applicant	Lovick Scott Architects (Andrei Chisinevski)	
Application Date	Original Application: April 10, 2018 Revised Application: May 14, 2019	
	Existing	Proposed
Regional Growth Strategy Designation	Agriculture	Rural
OCP Designation: Regional Context Statement	Agricultural	Rural
Schedule A	Other Commercial (OC)	No change
Development Permit Area	Ladner East Rural (LV5)	No change
Zoning	Comprehensive Development Zone No. 236 (C.D. 236)	Comprehensive Development Zone No. 8 (CDZ8)
No. of Lots	1	1
Lot Size	0.63 ha (1.5 ac)	No change
	Permitted under C.D. 236 Zone	Proposed under CDZ8 Zone
Floor Area	N/A	Drive-Through Restaurant: 173 m ² (1,861 ft ²) Self Storage Facility and Office Use: 5,092 m ² (54,809 ft ²) Total: 5,265m² (56,670 ft²)
Maximum No. of Storeys	N/A	3
Maximum Building Height to: Roof Ridge Mid-Roof or Top of a Flat Roof	N/A 10.75 m (35 ft)	12.5 m (41 ft) 12.5 m (41 ft)
Off-Street Parking:	Parking requirements determined by size of garden shop use	30 spaces (not including the 5 parking spaces from the adjacent property at 9591 Ladner Trunk Road which are proposed to be relocated to the property at 9568 Burns Drive)
Variances	Required	Proposed
Zoning Bylaw: Section 8.4.2	41 total parking spaces for drive through restaurant and self storage facility with office use	30 total parking spaces for drive through restaurant and self storage facility with office use

Section 8.4.2	8 vehicle queuing area in advance of each drive-through pick-up window	7 vehicle queuing area in advance of each drive-through pick-up window
Sign Bylaw: Section 8.3.2(a)	A fascia sign must be located on the premises façade and contained entirely within an area below either the roof line of a single storey building, or the top of the second storey	Allow fascia signs for the self storage facility with office use to be located above the second storey windows
Section 8.4.3(a)	A canopy sign may be located on any façade of a canopy, and must not extend vertically or horizontally beyond the limits of the canopy it is on	Allow a canopy sign for the drive-through restaurant building to project vertically beyond the limits of the canopy it is on
Subdivision & Development Standards Bylaw: Vary the Road Cross-Section of Burns Drive along the Frontage of Subject Property	Local Road Standard (Drawing L2.22 of Schedule C)	Collector Road Standard (Drawing L.2.14 of Schedule C)
Tree Retention, Removal and Replacement	Required	Proposed
Total Trees: 6 0 on-site and 0 off-site 6 municipal trees		
Trees to be Removed: 1 0 on-site and 0 off-site 1 municipal tree	2 replacement trees based on 2 for 1 replacement	Tree replacement has been included within the overall landscape plan and tree replacement security will be included within the overall landscape security
Trees to be Retained: 5 0 on-site and 0 off-site 5 municipal trees	Tree retention security	\$12,500
Street Trees	Required	Proposed
One tree for every 9 m (30 ft) of street abutting the property	\$21,320 cash-in-lieu for 41 street trees (\$520 per tree to cover costs for purchase, installation and establishment of trees)	\$21,320

Mr. Schmit added that the proposed development would tear down a well-maintained home, subdivide a property that is smaller than others in the area, and build two new homes that are out of reach for many home buyers.

There were no other persons present wishing to speak in connection with this project.

Mayor Harvie declared the Hearing on this particular application closed. (7:20 p.m.)

Project No. 5	Application for Official Community Plan Amendment, Rezoning, Development Variance Permit, Development Permit, and Request for Regional Growth Strategy Amendment	File No. LU008683 Bylaws Nos. 7897 & 7898
Location:	9568 Burns Drive	
Applicant:	Robert Spooner, Jones Lang Lasalle Real Estate Services Inc.	
– Bylaw 7897	➤ DELTA OFFICIAL COMMUNITY PLAN BYLAW NO. 3950 1985 AMENDMENT (REGIONAL CONTEXT STATEMENT AMENDMENT FOR THA INVESTMENT LTD. – LU008683) BYLAW NO. 7897, 2019	
– Bylaw 7898	➤ DELTA ZONING BYLAW NO. 7600, 2017 AMENDMENT (CDZ8 – THA INVESTMENT LTD. – LU008683) BYLAW NO. 7898, 2019	
Purpose:	<p>Application for Official Community Plan Amendment, Rezoning, Development Variance Permit and Development Permit and request for Regional Growth Strategy Amendment in order to allow construction of a one-storey drive-through restaurant and three-storey self-storage facility with office use.</p> <p>“The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985” Amendment Bylaw No. 7897</p> <p>To amend “The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985” by changing the Regional Context Statement designation for the subject property in the Regional Context Map in Schedule A from Agricultural to Rural.</p>	

**“Delta Zoning Bylaw No. 7600, 2017”
Amendment Bylaw No. 7898**

To amend “Delta Zoning Bylaw No. 7600, 2017” by rezoning the subject property from the current Comprehensive Development Zone No. 236 (under “Delta Zoning Bylaw No. 2750, 1977”) to Comprehensive Development Zone 8 (CDZ8).

Development Variance Permit LU008683

To vary the following provisions in “Delta Zoning Bylaw No. 7600, 2017”:

- Section 8.4.2 by reducing the minimum number of parking spaces for the proposed drive-through restaurant and self-storage facility with office use from 41 to 30.
- Section 8.4.2 by reducing the minimum size of the queuing area in advance of each drive-through pick-up window from eight vehicles to seven vehicles.

To vary the following provisions in “Delta Sign Bylaw No. 5860, 2000”:

- Section 8.3.2(a) by allowing fascia signs for the proposed self-storage facility with office use to be located above the second storey windows.
- Section 8.4.3(a) by allowing a canopy sign for the drive-through restaurant building to project vertically beyond the limits of the canopy.

To vary “Delta Subdivision and Development Standards Bylaw No. 7162, 2015” by varying the road cross-section of Burns Drive from the Local Road Standard (Drawing L2.22 of Schedule C) to the Collector Road Standard (Drawing L2.14 of Schedule C) to be consistent with adjacent improvements along this roadway.

Development Permit LU008683

To regulate the form and character of the proposed development within the Ladner East-Rural (LV5) Development Permit Area and to protect development from flooding hazards.

Regional Growth Strategy Amendment

The applicant is requesting an amendment to Metro Vancouver's Regional Growth Strategy by changing the regional land use designation for the subject property from Agricultural to Rural.

Correspondence: The following correspondence was provided in connection with Project No. 5:

- Memorandum from the Director of Community Planning and Development dated December 6, 2019 regarding Public Hearing Project No. 5 Agricultural Advisory Committee Comments (Exhibit A)

The following correspondence was provided on table in connection with project No. 5:

Expressing Concerns:

- Jack Bates – December 9, 2019 (Exhibit B)

In Opposition:

- Paul Cory – December 9, 2019 (Exhibit C)

Speakers: The following persons spoke in connection with Project No. 5:

In Opposition:

Paul Cory

(5151 96 Street) spoke in opposition to the application advising that he farms the property to the north of the subject property and there are significant safety issues in the area already which will only be exacerbated by the proposed development. Mr. Cory advised that existing road signage is not adhered to, resulting in extra vehicle traffic negatively affecting farming vehicles. In addition, a gate that limits traffic on Burns Drive has remained open. Mr. Cory was advised that the overpass on Ladner Trunk Road going over Highway 99 would be turned into four lanes and queried where the extra lanes would go if the project were to proceed.

Ken Davie

(4165 96 Street) spoke in opposition to the application and shared concerns regarding the amount of traffic in the area, the safety of those using the sidewalk, and the negative impact on farmers.

Applicant:

Andrea Scott

(5461 8B Avenue) in response to the concerns raised by the speakers, advised that the subject property would allow for eight cars to be stacked in the drive-through at any one time, the development would provide curb, gutter and a guard rail on the sidewalk, and no long-term parking would be permitted. The issue regarding expanding the lanes on the overpass does not pertain to this application.

Staff:

James Klukas

(Deputy Director of Community Planning & Development) in response to Council queries, advised:

- Should the application be approved, it would be referred to Metro Vancouver who will make a final determination and also decide whether a regional Public Hearing is required.

- The subject property is not subject to Agricultural Land Reserve (ALR) restrictions as it was subdivided prior to 1972 and is less than 2 acres in size.

Doreann Mayhew (A/Deputy Director of Community Planning & Development) in response to Council queries, advised:

- The Parkwood Development has committed to providing an interchange and overpass at 78 Street over Highway 99. Delta is working with the Ministry of Transportation and Infrastructure and Parkwood Developments to finalize the agreements related to the overpass.
- The gate on Burns Drive utilizes a standard lock and key, these types of gates tend to get damaged. There will be two automated gates installed on either side of Burns Drive in the future to ensure only authorized traffic is permitted.
- Staff will connect with the speakers who raised concerns regarding parking infractions to see if there are peak times that the infractions tend to occur.
- The Transportation Technical Committee will review the intersection at Burns Drive and 96 Street.
- There is signage indicating that the road is for agricultural use only.

There were no other persons present wishing to speak in connection with this project.

Mayor Harvie declared the Hearing on this particular application closed. (7:45 p.m.)

Terminate

MOVED By Cllr. Kruger,
SECONDED By Cllr. Guichon, THAT this Hearing now terminate.

CARRIED UNANIMOUSLY

The Hearing terminated at 7:46 p.m.

George V. Harvie
Mayor

CERTIFIED CORRECT:

Michelle Jansson
Deputy City Clerk, CMC

**Project No. 3 Application for Rezoning File No. LU008673
Bylaws No. 7812**

11269 80 Avenue Application by Dharam Kajal, Westridge Engineering for Rezoning for the property located at 11269 80 Avenue, in order to permit subdivision and development of two single detached residential lots.

**Third Reading
Bylaw 7812** MOVED By Cllr. Kruger,
SECONDED By Cllr. McDonald, THAT "Delta Zoning Bylaw No. 7600, 2017 Amendment (Singh and Pant – LU008673) Bylaw No. 7812, 2019" be given Third Reading.

CARRIED UNANIMOUSLY

**Project No. 4 Application for Rezoning File No. LU008736
Bylaws No. 7895**

**11859 75A
Avenue** Application by Joe Muego, Hearth Architectural Inc. for Rezoning for the property located at 11859 75A Avenue, in order to permit subdivision and development of two single detached residential lots.

**Third Reading
Bylaw 7895** MOVED By Cllr. Guichon,
SECONDED By Cllr. Kruger, THAT "Delta Zoning Bylaw No. 7600, 2017 Amendment (Janaswamy – LU008736) Bylaw No. 7895, 2019" be given Third Reading.

CARRIED UNANIMOUSLY

Mayor Harvie requested staff to arrange a Council Workshop to review form and character interpretations of future developments.

**Project No. 5 Application for Official File No. LU008683
Community Plan Amendment, Bylaws Nos. 7897 & 7898
Rezoning, Development Variance
Permit, Development Permit, and
Request for Regional Growth
Strategy Amendment**

9568 Burns Drive Application by Robert Spooner, Jones Lang Lasalle Real Estate Services Inc., for Official Community Plan Amendment, Rezoning, Development Variance Permit, Development Permit, and Request for Regional Growth Strategy Amendment for the property located at 9568 Burns Drive, in order to allow construction of a one-storey drive-through restaurant and three-storey self-storage facility with office use.

**Motion to
Postpone
Endorsed**

**MOVED By Cllr. Guichon,
SECONDED By Cllr. Kanakos, THAT consideration of the application
for this project be postponed pending receipt of clarification from staff
on the current enforcement of traffic, parking and safety issues on
Burns Drive, location of the mailbox, impact on farm vehicles, and gate
issues which were raised at the Public Hearing.**

CARRIED UNANIMOUSLY

**During discussion, it was requested that the report provided by staff
also include information regarding compensation for the loss of land
from the ALR.**

Terminate

RESOLUTION TO TERMINATE

**MOVED By Cllr. Copeland,
SECONDED By Cllr. Guichon, THAT this Meeting now terminate.**

CARRIED UNANIMOUSLY

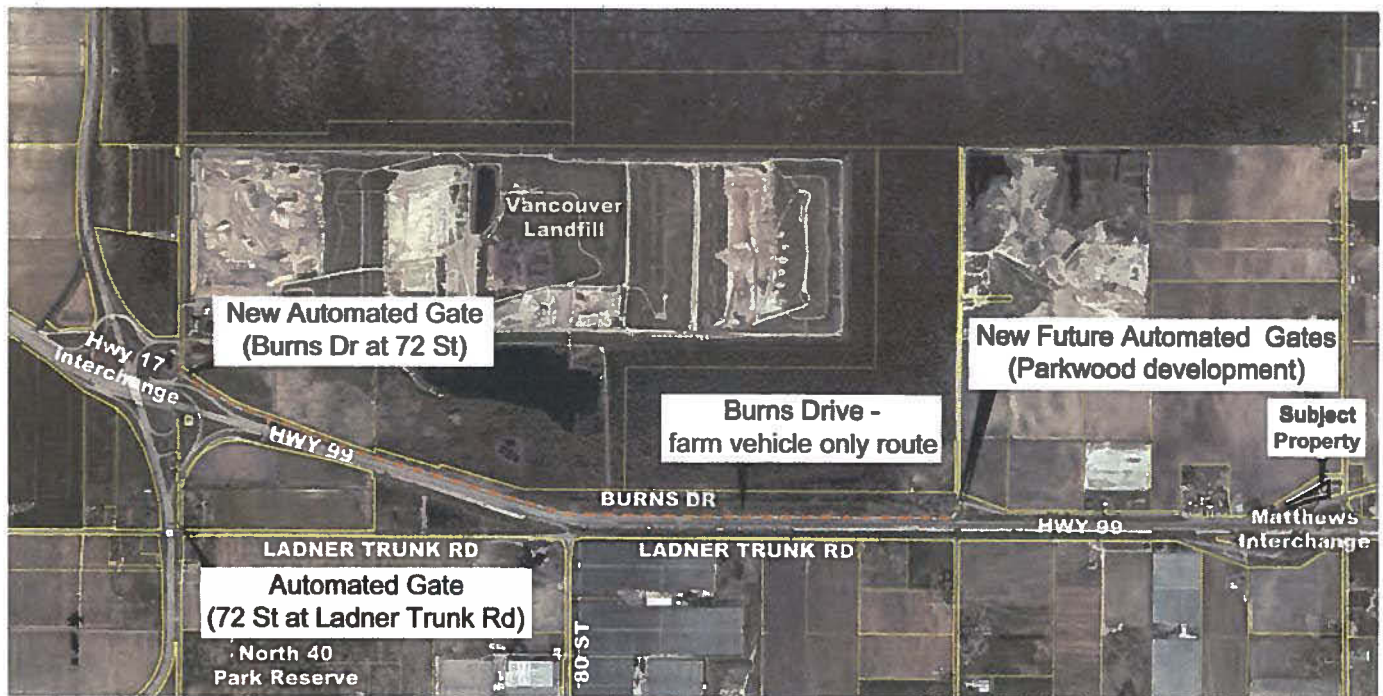
The Meeting terminated at 7:59 p.m.

George V. Harvie
Mayor

CERTIFIED CORRECT:

Michelle Jansson, CMC
Deputy City Clerk







BYLAWS FOR THIRD READING**Third Reading at
9568 Burns Drive
(E.03)**

Report by the Community Planning and Development Department dated January 29, 2020 regarding Third Reading Consideration of Bylaws and Permits for Proposed Drive-Through Restaurant and Self-Storage Facility with Office Use at 9568 Burns Drive (THA Investment Ltd.). (File: LU008683 and B/Ls 7897 & 7898)

Background materials also refer:

- Report by the Community Planning & Development Department dated October 24, 2019.
- Memorandum from the Director of Community Planning & Development dated December 6, 2019

-- Motion Defeated

MOVED By Cllr. Kanakos,
SECONDED By Cllr. Jackson, THAT the application for this project be denied.

DEFEATED

(Mayor Harvie, Cllrs. Guichon, Kruger and McDonald opposed)

**-- Recommendations
Endorsed**

MOVED By Cllr. Kruger,
SECONDED By Cllr. McDonald,

A. THAT third reading be given to Bylaw No. 7897.

B. THAT third reading be given to Bylaw No. 7898.

C. THAT the Metro Vancouver Board be requested to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010" by changing the regional land use designation of the property at 9568 Burns Drive from Agricultural to Rural.

D. THAT should Metro Vancouver give first and second readings to the bylaw to amend "Greater Vancouver Regional District Regional Growth Strategy Bylaw No. 1136, 2010", staff be authorized to send Delta's Regional Context Statement Amendment Bylaw No. 7897 to the Metro Vancouver Board.

CARRIED

(Cllrs. Kanakos and Jackson opposed)

**-- Third Reading
Bylaw 7897**

MOVED By Cllr. Kruger,
SECONDED By Cllr. McDonald, THAT THE CORPORATION OF DELTA OFFICIAL COMMUNITY PLAN BYLAW NO. 3950, 1985 AMENDMENT (REGIONAL CONTEXT STATEMENT AMENDMENT FOR THA INVESTMENT LTD. - LU008683) BYLAW NO. 7897, 2019 be given Third Reading.

CARRIED

(Cllrs. Kanakos and Jackson opposed)

-- Third Reading
Bylaw 7898

MOVED By Cllr. Kruger,
SECONDED By Cllr. McDonald, THAT DELTA ZONING BYLAW
NO. 7600, 2017 AMENDMENT (CDZ8 - THA INVESTMENT LTD.
- LU008663) BYLAW NO. 7898, 2019 be given Third Reading.

CARRIED
(Cllrs. Kanakos and Jackson opposed)

In response to Council query, the Director of Community Planning & Development advised that the subject property is currently zoned as Comprehensive Development that allows for operation of a garden shop. The proposal is for new Comprehensive Development Zoning that allows for a drive-through restaurant, office operation and self storage. The existing zoning is 'limited commercial' and the proposed zoning is also 'limited commercial', albeit with additional uses.

In response to further Council query, the Director of Engineering confirmed that illegally parked cars along Burns Drive pose a challenge in the area for the farming community and, in response to those challenges, signs will change from 'no parking' to 'no stopping'. As well, Delta bylaw enforcement staff will drive through the area on a regular basis and have the authority to tow vehicles in violation of the parking regulations.

BYLAWS FOR FIRST AND SECOND READINGS AND REFERRAL TO PUBLIC HEARING

**Rezoning at
7595 119A St. (E.04)**

Report by the Community Planning and Development Department dated January 23, 2020 regarding Rezoning for Two-Lot Subdivision at 7595 119A Street (Dhillon, Gill and Grewal). (File: LU008380 & B/L 7791)

-- Recommendations
Endorsed

MOVED By Cllr. McDonald,
SECONDED By Cllr. Guichon,

A. THAT first and second readings be given to Zoning Amendment Bylaw No. 7791.

B. THAT Bylaw No. 7791 be referred to a Public Hearing.

C. THAT the owners satisfy the following requirements as a condition of final consideration and adoption:

1. Enter into a Section 219 Restrictive Covenant to the satisfaction of the Director of Community Planning & Development for building design and tree retention and replacement;
2. Provide a tree retention security in the amount of \$12,500;

JUL 03 2019

Planning and Environment
Tel. 604 432-6350 Fax 604 436-6901

File: CR-04-01-RD

Mike Ruskowski
Senior Planner, Community Planning and Development
City of Delta
4500 Clarence Taylor Crescent
Delta, BC V4K 3E2
VIA EMAIL: MRuskowski@delta.com

Dear Mr. Ruskowski:

Re: Proposed Regional Growth Strategy Amendment, Official Community Plan Amendment, Rezoning, Development Variance Permit, and Development Permit at 9568 Burns Drive, Delta

Thank you for providing an opportunity to comment on the proposed development application for the property at 9568 Burns Drive, Delta as per your letter dated May 21, 2019. We understand that the City of Delta notes that a regional land use designation amendment will be required for the subject property from "Agricultural" to either "Rural" or "General Urban" to accommodate the proposed commercial development of the site. At this time, I won't comment on the proposal itself as no amendment to *Metro 2040* is currently being proposed, however I thought it might be helpful to summarize the process for such an amendment request.

As set out in Section 6.3.3 of *Metro 2040*, amending a site with an Agricultural regional land use designation typically constitutes a Type 2 Minor Amendment, requiring an amending bylaw that receives an affirmative two-thirds weighted vote of the Metro Vancouver Board at each reading, and a regional public hearing. A formal request for such an amendment would be made by way of a City of Delta Council resolution made as part of the OCP amendment process.

An amendment to *Metro 2040*, as proposed, would also trigger the need for a revised Regional Context Statement (RCS) from the City of Delta so that the mapping in the OCP, RCS, and *Metro 2040* are consistent. The City's revised RCS should be considered by Delta Council as part of the OCP amendment and, should the MVRD Board initiate a *Metro 2040* amendment, it should be forwarded to the MVRD Board for consideration after 1st and 2nd reading of the *Metro 2040* amending bylaw.

However, there are additional aspects that must be considered in this particular case. Section 2.3.4 of *Metro 2040* states that Metro Vancouver will not amend the Agricultural regional land use designation as long as the property is in the Agricultural Land Reserve (ALR).

30185186

However, Section 23(1) of the *Agricultural Land Commission Act*, states:

23 (1) Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the Land Registry Act, R.S.B.C. 1960, c. 208, less than 2 acres in area.

The subject property is in the ALR, and smaller than 0.8 hectares (2 acres) in area. Metro Vancouver staff have confirmed with Agricultural Land Commission staff that, per S.23(1), the restrictions on the use of agricultural land contained in the ALC Act, the General Regulation, and the Use Regulation, do not apply to the subject property, but the property remains in the ALR.

Delta submitted a similar request to permit commercial uses in the ALR to Metro Vancouver in 2016 for a property located at 9341 Ladner Trunk Road. The subject property at 9568 Burns Drive is similar to that case, as both properties are: 1) isolated from adjacent agricultural uses; 2) proximate to major highway infrastructure and other nearby similar parcels that have existing commercial activities on lands with a regional Agricultural land use designation; and 3) in the ALR, but small enough to not be subject to the provisions of the ALC Act per S.23(1).

In the case of the property at 9341 Ladner Trunk Road, the Metro Vancouver Board passed the following resolution at its meeting on July 29, 2016:

That the GVRD Board:

- a) Determine that the proposed amendment to the regional land use designation from Agricultural to Rural for the site at 9341 Ladner Trunk Road is not required; and*
- b) Convey to the Corporation of Delta that the OCP amendment and rezoning does not require a regional land use designation amendment via Metro 2040 amendment or Regional Context Statement amendment.*

If Delta Council chooses to advance an OCP amendment for the development application, Metro Vancouver staff recommend a similar approach to that taken for the 9341 Ladner Trunk Road property, that Council request a proposed Type 2 Minor Amendment to *Metro 2040* and a consequential amendment to the Regional Context Statement. The above precedent will be noted in the staff report to the Board.

If you have any questions or comments, do not hesitate to contact me by phone at 604-456-8805 or by email at Gord.Tycho@metrovancover.org.

Sincerely,



Gord Tycho
Senior Planner, Regional Planning and Electoral Area Services

GT/HM/kg

30185186



Agricultural Land Commission
 201 – 4940 Canada Way
 Burnaby, British Columbia V5G 4K6
 Tel: 604 660-7000
 Fax: 604 660-7033
www.alc.gov.bc.ca

June 25, 2018

ALC Issue 51079

Ajit Thandi, THA Investment Ltd.
DELIVERED ELECTRONICALLY: ajitthandi@gmail.com

Dear Ajit Thandi;

RE: 9568 Burns Drive, Delta (PID 009-206-281)

This letter is further to correspondence, received by email on June 18, 2018, from Mike Ruskowski (Senior Planner, City of Delta).

The purpose of Mr. Ruskowski's correspondence was to confirm that the property referenced above is not subject to either the *Agricultural Land Commission Act* (ALCA) or the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* (the "Regulation") as per s.23(1) of the ALCA, which reads:

Exceptions

23(1) *Restrictions on the use of agricultural land do not apply to land that, on December 21, 1972, was, by separate certificate of title issued under the Land Registry Act, R.S.B.C. 1960, c. 208, less than 2 acres in area.*

Based on the information provided by Mr. Ruskowski, the Agricultural Land Commission (the "ALC") has ascertained the following facts:

1. The property is legally described as:
 PID 009-206-281
 Lot 2, Section 4, Township 4, New Westminster District Plan 24717
2. The subdivision plan (Plan 24717) which created the property was deposited at the New Westminster Land Registry Office on September 20th, 1962;
3. Certificate of Title No. AA218648 existed from September 23, 1965 until cancelled on March 15, 2000. During this period of time the property was the only property identified on said Certificate of Title No. AA218648; and
4. The property is approximately 1.54 acre in size.

Given the above, the ALC confirms that the restrictions on the use of agricultural land contained in the *Agricultural Land Commission Act* and BC Regulation 171/2002 (*Agricultural Land Reserve Use, Subdivision and Procedure Regulation*) do not apply to the property; however, the property remains in the Agricultural Land Reserve.

If you have any follow up questions with regard to this matter, please contact me at Caitlin.Dorward@gov.bc.ca or 604-660-7005.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

A handwritten signature in black ink, appearing to read "CDorward". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Caitlin Dorward, Regional Planner (Acting)

cc: City of Delta (Attn: Mike Ruskowski)

51079m2

To: Regional Planning Committee

From: Theresa Duynstee, Senior Planner, Regional Planning and Housing Services

Date: April 7, 2020

Meeting Date: May 1, 2020

Subject: **2020 Agriculture Awareness Grant Recommendations**

RECOMMENDATION

That the MVRD Board award the annual Agriculture Awareness Grants to the following twelve non-profit organizations as described in the report dated April 7, 2020, titled “2020 Agriculture Awareness Grant Recommendations”:

- i. BC Agriculture in the Classroom Foundation, for the “Take a Bite of BC” project in the amount of \$5,000;
 - ii. BC Association of Farmers' Markets, for the “Metro Vancouver Expansion: BC Farmers Market Trail” in the amount of \$5,000;
 - iii. BC Chicken Growers' Association, for the “Poultry in Motion Educational Mini Barn” project in the amount of \$4,000;
 - iv. DRS Earthwise Society, for the “Tomato Festival” in the amount of \$2,500;
 - v. Fraser Valley Farm Direct Marketing Association, for “Revitalizing BC Farm Fresh for Today's Farm-Direct Customers” in the amount of \$4,000;
 - vi. Growing Chefs Society, for “Metro Vancouver Classroom Gardening and Cooking Program” in the amount of \$4,000;
 - vii. Haney Farmers Market Society, for the “Two Bite Club” project in the amount of \$2,000;
 - viii. Kwantlen Polytechnic University Foundation, for “Farm School Knowledge Mobilization with First Nations” for the amount of \$4,000;
 - ix. Langley Environmental Partners Society, for the “Langley Eats Local” project in the amount of \$5,000;
 - x. North Shore Neighbourhood House, for “Edible Garden Seed Saving Project” in the amount of \$5,000;
 - xi. Richmond Food Security Society, for the “Groundswell – Building Awareness” project in the amount of \$3,100; and
 - xii. The Renfrew-Collingwood Food Security Institute for the “Harvest, Cook, Connect: Linking Newcomer Farmers & Consumers” in the amount of \$1,400.
-

EXECUTIVE SUMMARY

This report provides recommendations to the Regional Planning Committee and MVRD Board to award a total of \$45,000 in Agriculture Awareness Grants to twelve non-profit organizations in 2020. Metro Vancouver has awarded grants for agriculture awareness since 2008, as recommended by the Agriculture Advisory Committee (AAC). The funding is particularly valuable now for community organizations doing public outreach on the value of producing or buying food close to home. COVID-19 has created an awareness of food security and some uncertainty for vulnerable residents.

PURPOSE

This report is recommending that the MVRD Board award funding grants to non-profit organizations from around the region that are leading public awareness activities about the importance of local agriculture and food and educating residents on how to grow and cook food produced in the region.

BACKGROUND

Metro Vancouver has been involved in agriculture awareness activities since 1994 and started providing grants to non-profit organizations in 2008. On January 17, 2020, over 50 agricultural-related organizations, community groups and municipal staff liaisons were notified about Metro Vancouver's Agriculture Awareness grants with an invitation to submit an application available on the Metro Vancouver [website](#).

The number of applications and grants awarded over the past twelve years is listed by year in Table 1. A description of previous grant recipients is available on the Metro Vancouver [website](#).

Table 1: Metro Vancouver Agriculture Awareness Grant Program 2008 to 2019

Year	Number of Applications	Number of Grants Awarded	Funding Awarded
2008	11	3	\$25,000
2009	14	5	\$25,000
2010	14	7	\$30,000
2011	12	9	\$35,000
2012	27	8	\$35,000
2013	13	9	\$40,000
2014	15	11	\$40,000
2015	14	11	\$40,000
2016	12	11	\$40,000
2017	21	13	\$40,000
2018	24	12	\$40,000
2019	15	13	\$45,000
TOTAL	168	100	\$435,000

Grant Application Evaluation Criteria

The mandatory requirements for agriculture awareness projects receiving a grant are:

- a) have a regional scope (impacting more than one municipality);
- b) be located in Metro Vancouver;
- c) be administered by a non-profit organization in good standing; and
- d) have matching funding (dollars or in-kind) from another organization.

The six evaluation criteria and basis for scoring are the following:

1. The agriculture awareness activity is unique. A high score will be given to awareness activities that are one of a kind in the region and are currently not being done by another organization in Metro Vancouver.
2. The geographic scope of the grants awarded reaches out to municipalities across the region. A high score will be awarded to projects that provide a broad reach in Metro Vancouver or are targeting areas that are currently not well served by agriculture awareness activities.
3. The activity reaches out to culturally diverse audiences, urban residents, youth or K-12 school aged children. A high score will be awarded when these audiences are targeted in the awareness activity.
4. The activity contributes to the following desirable outcomes that support regional policy objectives, where a high score is awarded when the agriculture awareness activity aligns with two or more of the regional policy objectives:
 - Educates residents about local food production;
 - Enhances food literacy and skills in schools;
 - Communicates how food choices support the local economy;
 - Supports the next generation of food producers; and
 - Involves community gatherings that educate residents about local food.
5. The grant request is in the range of \$500 to \$6,000. A higher score will be awarded if the Metro Vancouver cash contribution is greater than 20% of the total cash budget, so that projects that may have a greater financial need are prioritized.
6. The extent grant applications previously completed the Agriculture Awareness Grant required conditions listed on the application form. Groups that have not previously received a grant would automatically score high, while the previous grant recipients would be scored based on past compliance with the five conditions.

2020 AGRICULTURE AWARENESS GRANTS

Twenty-one Agriculture Awareness Grant applications were submitted to Metro Vancouver by the March 2 deadline. On March 11, 2020, three members of the AAC and Metro Vancouver staff evaluated the 21 applications submitted based on the above evaluation criteria. The average score from the evaluators determined the final score and ranking, and ultimately the recommendations for awarding grants. As in previous years, several grant requests were reduced to enable more projects to be funded and ensure that funding could be spread out across the region.

A summary description of all the applications is provided in the Attachment. A list of all the recommended Agriculture Awareness grants is provided in Table 2.

In the event that one or more of the successful grant recipients are unable to deliver their programs in 2020 due to restrictions related to COVID- 19, the non-profit organizations will be notified that the funding can be used in 2021. Under these circumstances, these same groups would be ineligible for Agriculture Awareness Grant funding next year.

Table 2: 2020 Recommended Agriculture Awareness Grants

#	NON-PROFIT GROUP	PROJECT TITLE	GRANT REQUEST	RECOMMENDED GRANT
1	BC Agriculture in the Classroom Foundation	Take a Bite of BC	\$6,000	\$5,000
2	BC Association of Farmers' Markets	Metro Vancouver Expansion: BC Farmers Market Trail	\$5,000	\$5,000
3	BC Chicken Growers' Association	Poultry in Motion	\$6,000	\$4,000
4	DRS Earthwise Society	Tomato Festival	\$2,500	\$2,500
5	Fraser Valley Farm Direct Marketing Association	Revitalizing BC Farm Fresh for Today's Farm-Direct Customers	\$6,000	\$4,000
6	Growing Chefs Society	MV Classroom Gardening and Cooking Program	\$6,000	\$4,000
7	Haney Farmers Market Society	Two Bite Club	\$2,000	\$2,000
8	Kwantlen Polytechnic University Foundation	Farm School Knowledge Mobilization with First Nations	\$6,000	\$4,000
9	Langley Environmental Partners Society	Langley Eats Local	\$6,000	\$5,000
10	North Shore Neighbourhood House	Edible Garden Seed Saving Project	\$5,708	\$5,000
11	Richmond Food Security Society	Groundswell – Building Awareness	\$5,575	\$3,100
12	The Renfrew-Collingwood Food Security Institute	Harvest, Cook, Connect: Linking Newcomer Farmers & Consumers	\$1,400	\$1,400
			TOTAL	\$45,000

ALTERNATIVES

1. That the Board award the annual Agriculture Awareness Grants to the following twelve non-profit organizations as described in the report dated April 7, 2020, titled "2020 Agriculture Awareness Grant Recommendations":
 - i. BC Agriculture in the Classroom Foundation, for the "Take a Bite of BC" project in the amount of \$5,000;
 - ii. BC Association of Farmers' Markets, for the "Metro Vancouver Expansion: BC Farmers Market Trail" in the amount of \$5,000;
 - iii. BC Chicken Growers' Association, for the "Poultry in Motion Educational Mini Barn" project in the amount of \$4,000;

- iv. DRS Earthwise Society, for the “Tomato Festival” in the amount of \$2,500;
 - v. Fraser Valley Farm Direct Marketing Association, for “Revitalizing BC Farm Fresh for Today’s Farm-Direct Customers” in the amount of \$4,000;
 - vi. Growing Chefs Society, for “Metro Vancouver Classroom Gardening and Cooking Program” in the amount of \$4,000;
 - vii. Haney Farmers Market Society, for the “Two Bite Club” project in the amount of \$2,000;
 - viii. Kwantlen Polytechnic University Foundation, for “Farm School Knowledge Mobilization with First Nations” for the amount of \$4,000;
 - ix. Langley Environmental Partners Society, for the “Langley Eats Local” project in the amount of \$5,000;
 - x. North Shore Neighbourhood House, for “Edible Garden Seed Saving Project” in the amount of \$5,000;
 - xi. Richmond Food Security Society, for the “Groundswell – Building Awareness” project in the amount of \$3,100; and
 - xii. The Renfrew-Collingwood Food Security Institute for the “Harvest, Cook, Connect: Linking Newcomer Farmers & Consumers” in the amount of \$1,400.
2. That the Regional Planning receive for information the report dated April 7, 2020, titled “2020 Agriculture Awareness Grant Recommendations” and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

The \$45,000 funding for the Agriculture Awareness Grants is part of the 2020 Board approved budget for Regional Planning. If the Board chooses Alternative 1, successful grant recipients will be notified.

CONCLUSION

This year, Metro Vancouver received 21 applications for the Metro Vancouver Agriculture Awareness Grants. Based on the evaluation conducted by AAC members and staff, twelve non-profit organizations are recommended to receive grants, for a total amount of \$45,000. The recommendations enable the continuation of successful educational programs and community agriculture-related events in 2020. In the event that some of the successful grant recipients are unable to deliver their programs in 2020 due to restrictions related to COVID-19, the non-profit organizations will be notified that the funding could be used in 2021.

Attachment:

Description of the 2020 Agriculture Awareness Grant Applications

38297338

Description of the 2020 Agriculture Awareness Grant Applications

#	NON-PROFIT GROUP	PROJECT TITLE	GRANT REQUEST	TOTAL BUDGET	PROJECT DESCRIPTION
1	4-H BC	Food for Thought	\$6,000	\$67,480	Provides farms tours for 4-H members in the Fraser Valley and Metro Vancouver and explores issues related to land use, water resources and the rural-urban interface.
2	BC Agriculture in the Classroom Found	Take a Bite of BC	\$6,000	\$171,200	Producers donate fresh BC products to Culinary Arts Secondary School teaching kitchens and the resulting meals are served in high school cafeterias in conjunctions with educational resources.
3	BC Association of Farmers' Markets	Metro Vancouver Expansion: BC Farmers Market Trail	\$5,000	\$23,035	Promotes the farmers' markets in communities, showcasing BC farms, local food, beverages and value-added prepared food for encouraging agri-tourism and culinary destination tourism in BC.
4	BC Chicken Growers' Association	Poultry in Motion	\$6,000	\$153,800	The Poultry in Motion Educational Mini Barn display participates in community events, agricultural fairs and schools.
5	Delta Farmland and Wildlife Trust	Day at the Farm	\$3,000	\$35,600	A family event where visitors can connect with farmers and learn about the diversity of agriculture and wildlife habitat through activities and educational displays.
6	DRS Earthwise Society	Tomato Festival	\$2,500	\$6,000	Celebrates our agricultural heritage and the amazing diversity of crops produced locally in conjunctions with recipe sharing, food demonstrations and Heirloom Vegetable Storytelling.
7	Environmental Youth Alliance	Plants for People Youth Program	\$5,000	\$27,900	Engages youth to learn about food plants native to the Pacific Northwest through classroom sessions and hands-on educational programs that grow the plants and create foodscape gardens.
8	Farm Folk City Folk	Climate and Food Story Series	\$6,000	\$28,000	The story series will communicate how the public can take action toward climate change by buying local food, eating a more plant based diet, growing their own food and reducing food waste.
9	Fraser Valley Farm Direct Marketing Association	Revitalizing BC Farm Fresh for Today's Farm-Direct Customers	\$6,000	\$78,945	Create a new app to make it more convenient for consumers to access information from the BC Farm Fresh guide, while providing timely information and a map of local farms.
10	Fresh Roots Urban Farm Society	SOYL- Food Systems Youth Lead Development	\$5,000	\$291,500	A summer leadership and employment program that empowers students to cultivate and steward productive 1/2 acre schoolyard farms use to produce food and for educational purposes.
11	Growing Chefs Society	MV Classroom Gardening and Cooking Program	\$6,000	\$44,005	The Program gives students hands-on experience growing and cooking food by pairing chefs, growers and community members with elementary school classrooms.
12	Haney Farmers Market Society	Two Bite Club	\$2,000	\$4,500	Young kid will be encouraged to partake in "two bites" of local, fresh, produce at the Haney farmers' market, while keeping tracking of the difference fruits and vegetables being sampled.
13	Kwantlen Polytechnic University Foundation	Farm School Knowledge Mobilization with First Nations	\$6,000	\$13,000	To host a workshop for First Nations communities that are interested in learning about, or pursuing agriculture including a farm tour, lunch and educational sessions.
14	Langley Environmental Partners Soc.	Langley Eats Local	\$6,000	\$59,200	Delivers a variety of interactive learning experiences for school children and the public that encourages vegetable gardens and supporting local farm.
15	Maple Ridge Pitt Meadows Agricultural Association	Backyard Farming – Grow your Nutrition	\$5,000	\$6,000	This educational venue will feature successful small scale local farmers and related businesses who will share their knowledge, skills and expertise about food production.
16	North Shore Neighbourhood House	Edible Garden Seed Saving Project	\$5,708	\$22,858	Educates students and adults about the important role of seed saving and adaptation to climate change in the local food system by increasing practical knowledge and skills.
17	Richmond Food Security Society	Groundswell – Building Awareness	\$5,575	\$7,850	Host multiple food demonstrations that utilize local ingredients and a pollinator educational area at Richmond's Farm Fest on August 8, 2020.
18	Sprouting Chefs Society	Seed to Table Program	\$5,000	\$56,000	Engages children age K to 7 and mentor teen youths in gardening, food literacy, cooking and mindfulness activities through educational programming in school gardens and kitchens.
19	The Renfrew-Collingwood Food Security Institute	Harvest, Cook, Connect: Linking Newcomer Farmers & Consumers	\$1,400	\$3,700	Newcomers to Canada are introduced to peri-urban agriculture, a local blueberry farm and will visit the Tsawwassen Farm School where they will harvest, cook and eat a wide array of crops.
20	The Sharing Farm	12 th Annual Garlic Festival	\$3,000	\$10,000	Celebrates, local, sustainable agriculture and healthy lifestyles through displays and tours of the Sharing Farm, which donates organic produce to low income families.
21	Young Agrarians Foundation	BC Land Matching Program	\$6,000	\$66,672	This program carries out a wide range of educational activities that support farm business development and provides resources for both new farmers and landowners.
TOTAL		TOTAL	\$102,183	\$1,177,245	

To: Regional Planning Committee

From: Heidi Lam, Senior Policy and Planning Analyst, Regional Planning and Housing Services

Date: April 9, 2020 Meeting Date: May 1, 2020

Subject: ***Metro Vancouver 2040: Shaping our Future - 2019 Procedural Report***

RECOMMENDATION

That the MVRD Board receive for information the report dated April 9, 2020, titled “*Metro Vancouver 2040: Shaping our Future - 2019 Procedural Report*”.

EXECUTIVE SUMMARY

This report documents the staffing and resources required to implement, administer and amend the regional growth strategy, and provides an annual procedural reporting on the operational performance of the Regional Planning Division. In 2019, Metro Vancouver accepted five regional context statements and processed two Type 3 Minor Amendment requests. One of the amendments was for the MK Delta site in the City of Delta, amending the regional land use designation from ‘Agricultural’ to ‘Industrial’ and the other was to incorporate changes from accepted regional context statements and several minor regional land use designations from the City of Vancouver utilizing Metro 2040’s ‘flexibility clause’.

PURPOSE

This report conveys to the Regional Planning Committee and MVRD Board the 2019 *Metro Vancouver 2040: Shaping our Future Procedural Report* for information as required by *Greater Vancouver Regional Growth Strategy Procedures Bylaw No. 1148, 2011*.

BACKGROUND

Metro Vancouver 2040: Shaping our Future (Metro 2040), the regional growth strategy, as well as the *Greater Vancouver Regional District Regional Growth Strategy Procedures Bylaw No. 1148, 2011 (RGS Procedures Bylaw)* were both adopted by the MVRD Board in July 2011. The *RGS Procedures Bylaw* includes requirements for reporting on operational performance measures associated with *Metro 2040*, including such items as the number of amendments processed and resources required to implement the regional growth strategy.

PROCEDURAL PERFORMANCE REPORTING

Procedural reporting requirements are in addition to, and separate from, reporting on the performance measures listed in Section G of *Metro 2040*, which Metro Vancouver is required to report on annually as per Subsection 452(1)(b) of the *Local Government Act*.

The RGS Procedures Bylaw states:

7. *The Regional Growth Strategy Annual Report shall include a report on those measures set out in Section G of the Regional Growth Strategy.*
8. *Additionally, the Regional Growth Strategy Annual Report shall include a report on the following measures:*
 - a. *Metro Vancouver staff time, expressed in the number of full-time equivalent staff budgeted to administer the Regional Growth Strategy;*
 - b. *The total cost of implementing, managing, monitoring and amending the Strategy for the calendar year, including the cost Metro Vancouver and municipal staff, costs related to referral of requested amendments to the Technical Advisory Committee [now called: Regional Planning Advisory Committee], external consultants, external legal advisors and all other resources;*
 - c. *The number of requested amendments and approved amendments to the Regional Growth Strategy by type;*
 - d. *A comparison of items a), b) and c) year over year and pre- and post-adoption of the Regional Growth Strategy: and*
 - e. *A record of the timelines to process amendments to the Regional Growth Strategy, including staff, Technical Advisory Committee [now called: Regional Planning Advisory Committee] and Board review.*
9. *If requested by an Affected Local Government, Metro Vancouver will make a presentation on the Regional Growth Strategy Annual Report to that Affected Local Government's Council or board, answer any questions that may arise and report back to the Board on information received during the presentation.*

There are a number of different tasks associated with implementing *Metro 2040*, including reviewing Regional Context Statements, preparing supporting implementation documents, conducting policy research and analysis, and processing proposed amendments. Consistent with the *RGS Procedures Bylaw*, the 2019 *Metro Vancouver 2040: Shaping our Future* Procedural Report (Attachment) provides an update on procedural performance measures for the year 2019.

ALTERNATIVES

This is an information report. No alternatives are provided.

FINANCIAL IMPLICATIONS

Staffing and resources to support the implementation and monitoring of *Metro 2040* are incorporated into the annual budget for Regional Planning approved by the MVRD Board on an annual basis.

CONCLUSION

This report conveys the 2019 *Metro Vancouver 2040: Shaping our Future* Procedural Report as required by *Regional Growth Strategy Procedures Bylaw No. 1148, 2011*. The report documents the resources that have been required to implement, administer and amend the regional growth strategy since its adoption to year-end 2019.

Staffing and resources required to implement *Metro 2040* include a variety of tasks, such as supporting and reviewing Regional Context Statements, preparing supporting implementation

documents, conducting policy research and analysis, and processing proposed amendments. Since the adoption of *Metro 2040* in mid-2011, the number of staff directly associated with the Regional Planning Division has remained relatively consistent. Total costs / budget have also remained relatively consistent.

In keeping with the requirements of the *RGS Procedures Bylaw*, Metro Vancouver staff are available to make a presentation on annual regional growth strategy performance monitoring to any affected local government's Council or Board on request, answer any questions that may arise, and report back to the MVRD Board on information received during the presentation(s) if required.

Attachment

Report titled "*Metro Vancouver 2040: Shaping our Future* 2019 Procedural Report", dated April 3, 2020

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Metro Vancouver 2040: Shaping our Future
2019 Procedural Report

As required by Greater Vancouver Regional District
Regional Growth Strategy Procedures Bylaw No. 1148, 2011

April 3, 2020

Introduction

Metro Vancouver 2040: Shaping our Future (Metro 2040), the regional growth strategy, and the *Greater Vancouver Regional District Regional Growth Strategy Procedures Bylaw No. 1148, 2011 (RGS Procedures Bylaw)* were both adopted by the Greater Vancouver Regional District (GVRD) Board in July 2011. The *RGS Procedures Bylaw* includes requirements for reporting on procedural performance measures associated with *Metro 2040*, such as the number of amendments processed and resources required to implement the regional growth strategy.

Supporting Work to Implement *Metro 2040*

To advance *Metro 2040* implementation, Metro Vancouver conducts research and undertakes supporting analysis and studies. These publications include *Metro 2040* implementation guidelines to support interpretation and procedures, and specific studies / reports providing technical information, analysis and recommendations on particular *Metro 2040* strategies and actions.

By year-end 2019, eight Implementation Guidelines had been prepared and adopted by the MVRD Board to advance the implementation of *Metro 2040*.

- *Implementation Guideline #1: Regional Context Statements* (2012). Guidance for municipalities on developing Regional Context Statements
- *Implementation Guideline #2 - Amendments to the Regional Growth Strategy* (2012; updated in 2014). Detailed explanation of *Metro 2040* amendment procedures (should be read with the *Regional Growth Strategy Procedures Bylaw*)
- *Implementation Guideline #3: What Works: Affordable Housing Initiatives in Metro Vancouver Municipalities* (2012). Information for municipalities on how to develop Housing Action Plans
- *Implementation Guideline #4: Identifying Frequent Transit Development Areas* (2013). Information for municipalities on how to Identify Frequent Transit Development Areas, a key tool for transit-oriented development
- *Implementation Guideline #5: Metro Vancouver Industrial Land Protection and Intensification Policies* (2014). Guidance for municipalities on how to protect and efficiently develop industrial lands
- *Implementation Guideline #6: What Works: Municipal Measures for Sustaining and Expanding the Supply of Purpose-Built Rental Housing* (2016). Information on municipal measures for sustaining and expanding the supply of purpose-built rental housing along with project profiles.
- *Implementation Guideline #7: Extension of Regional Sewerage Services* (2017). Information on *Metro 2040* policies and procedures for connection to regional sewerage services in Agricultural and Rural areas of Metro Vancouver.
- *Implementation Guideline #8: Metro Vancouver 2040 Performance Monitoring Guideline* (2017). Information about *Metro 2040* performance measures and the monitoring and reporting process.

Progress on the Completion of Regional Context Statements

Per the British Columbia *Local Government Act*, within the first two years following adoption of a regional growth strategy member municipalities are required to submit an updated Regional Context

Statement (RCS) that clearly lays out how local plans and aspirations as expressed in Official Community Plans align with the regional objectives laid out in *Metro 2040*. All required RCSs have been accepted by the MVRD Board.

The *Local Government Act* also requires that municipalities review the Regional Context Statement at least once every 5 years after acceptance by the MVRD Board, and if no amendment is proposed, submit the statement to the Board for its continued acceptance.

Table 1: Status of Regional Context Statements to year end 2019

Municipality	Status	Year
Anmore	Accepted	2019
Belcarra	Accepted	2011
Burnaby	Accepted	2019
Coquitlam	Accepted	2013
Delta	Accepted	2019
Langley City	Accepted	2013
Langley Township	Accepted	2018
Lions Bay	Accepted	2016
Maple Ridge	Accepted	2018
New Westminster	Accepted	2017
North Vancouver City	Accepted	2015
North Vancouver District	Accepted	2014
Pitt Meadows	Accepted	2019
Port Coquitlam	Accepted	2013
Port Moody	Accepted	2018
Richmond	Accepted	2018
Surrey	Accepted	2014
Tsawwassen First Nation	Not Yet Required	
Vancouver	Accepted	2019
West Vancouver	Accepted	2018
White Rock	Accepted	2017
University of British Columbia*	Approved by Province	2015
University Endowment Lands*	Not Required	

*within Electoral Area A

Metro 2040 Amendments

In 2019, the MVRD Board processed two Type 3 Minor Amendment requests to amend regional land use designations. On October 4, 2019, the MVRD Board approved a Type 3 Minor Amendment from City of Delta to change the regional land use designation of the MK Delta Lands from 'Agricultural' to 'Industrial' and to include the area within the Urban Containment Boundary. At the same meeting, the MVRD Board adopted a Type 3 Minor Amendment (housekeeping) initiated by Metro Vancouver to incorporate changes stemming from two previously accepted RCSs (Village of Anmore and City of New Westminster) and several minor regional land use designation changes from the City of

Vancouver under the provisions of Section 6.2.7 of *Metro 2040* (please see Appendix 1 for further information).

Table 2 shows the number and type of requested *Metro 2040* amendments, and those approved for the years 2011-2019 by calendar year.

Table 2: *Metro 2040* Bylaw Amendments Requested, Approved and Declined, 2011-2019

	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Requested Amendments										
Type 1	2	-	-	-	-	-	-	-	-	2
Type 2	1	1	2	1	-	2	1	-	-	8
Type 3	4	-	3	4	2	2	2	2	2	21
Total	7	1	5	5	2	4	3	2	2	31
Approved Amendments										
Type 1	-	1	-	-	-	-	-	-	-	1
Type 2	-	-	1	1	-	-	1	-	-	3
Type 3	4	-	2	1	3	-	3	2	2	17
Total	4	1	3	2	3	0	4	2	2	21
Declined Amendments										
Type 1	1	-	-	-	-	-	-	-	-	1
Type 2	1	-	2	-	-	-	-	1	-	4
Type 3	-	-	1	2	-	-	-	-	-	3
Total	2	0	3	2	0	0	0	1	-	8

The Type 3 Minor Amendments were processed as part of the regular work program of Metro Vancouver's Regional Planning division, with no additional resources required to complete this work.

The average processing time for approved amendment requests between 2011 and 2019 was **30** weeks. In 2012, a Type 1 amendment requested by the City of Coquitlam which required approval from each member municipality was initiated just after the adoption of the regional growth strategy, and took 78 weeks to process. If this outlier is removed from the inventory of amendments, the average processing time drops to **27** weeks, and includes review by the Regional Planning Advisory Committee, review by the Regional Planning Committee, initiation of early readings of an associated amendment bylaw by the MVRD Board, a notification period to allow for affected local government comment, and final consideration of the amendment bylaw by the Board. The key milestones and associated timeline for *Metro 2040* amendments to year-end 2019 are provided in Appendix 1.

***Metro 2040* Implementation Costs and Staffing**

Between 2011 and year-end 2019, *Metro 2040* was primarily supported by Regional Planning staff and resources, which includes financial resources for planning staff as well as other resources such as consulting and data acquisition. Regional Planning staff also work on and support initiatives throughout the organization.

The Regional Planning Budget is adopted annually by the MVRD Board. Information regarding the 2019 budget for staffing, consulting and data acquisition associated with the development,

administration, implementation and monitoring of *Metro 2040* can be found in Report G4.1 titled “MVRD 2019 Budget and 2019 – 2023 Financial Plan and Five Year Bylaw 1280” at:
http://www.metrovancouver.org/boards/GVRD/RD_2018-Oct-26_AGE.pdf

Previous year budgets can also be found on the Metro Vancouver website.

Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC ¹	Date Considered by Regional Planning Committee ²	Date Bylaw Initiated/ Referred by MVRD Board	Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	Total Processing Time (Weeks)
Type 3 Bylaw No. 1150, 2011	City of Richmond	Land Use Designation Amendment: General Urban to Conservation and Recreation (3 sites totaling 149 ha)	Mar 2, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Oct 28, 2011	Oct 28, 2011	34
	Tsawwassen First Nation	Text Amendment (Table A.1): Revise growth projections for the TFN	Mar 7, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Oct 28, 2011	Oct 28, 2011	33
	District of West Vancouver	Overlay Amendment: Extend Special Study Area (1 site designated General Urban, 679 ha)	Mar 8, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Oct 28, 2011	Oct 28, 2011	33
		Text Amendment (Section 6.12.5 Special Study Areas): acknowledge inclusion of revised Special Study Area for West Vancouver	Mar 8, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Oct 28, 2011	Oct 28, 2011	
	City of Coquitlam	Land Use Designation Amendment: General Urban to Conservation & Recreation (numerous sites totaling 459 ha)	Mar 22, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Oct 28, 2011	Oct 28, 2011	31
Type 1 Bylaw No. 1160, 2012	City of Coquitlam	Text Amendment (Section 6.3.4 b): Remove phrase, "Conservation and Recreation lands utilized for commercial extensive recreation facilities"	Mar 22, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Mar 30, 2012	Sept 21, 2012	78
Type 1 Did Not Proceed	District of North Vancouver	Process Amendment: Amend the RGS to require a 2/3 majority vote for Conservation & Recreation lands to be converted to Agricultural land and then Industrial lands in two steps conversion	Mar 22, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Sept 23, 2011: Board declined amendment request; did not proceed to bylaw readings. Issue addressed in RGS Procedures Amendment Bylaw No. 1206, 2014 and <i>Implementation</i>		26

¹ Regional Planning Advisory Committee (previously named Technical Advisory Committee)

² Previously named the regional Planning and Agriculture Committee

³ Previously named the Greater Vancouver Regional District (GVRD)

Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC ¹	Date Considered by Regional Planning Committee ²	Date Bylaw Initiated/ Referred by MVRD Board	Guideline # 2 – Amendments to the RGS		Total Processing Time (Weeks)
							Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	
Type 2 Did Not Proceed	District of North Vancouver	Overlay Amendment: Designate Lower Lynn as a Municipal Town Centre	Mar 22, 2011	Sept 6, 2011	Sept 16, 2011	Sept 23, 2011	Sept 23, 2011: Board declined amendment request; did not proceed to bylaw readings. Subsequently identified as a Frequent Transit Development Area in the 2014 RCS.		26
Type 2 Bylaw No. 1168, 2012	Village of Anmore	Land Use Designation Amendment: Rural to General Urban and extend the Urban Containment Boundary (1 site, 2 ha)	Feb 29, 2012	Feb 24, 2012	May 4, 2012	Mar 30, 2012	May 25, 2012	Jul 27, 2012	21
Type 3 Bylaw No. 1185, 2013	City of Port Moody	Overlay Amendment: Create 3 Special Study Areas (2 sites designated Industrial totaling 397 ha; 1 site designated General Urban, 70 ha)	Jan 30, 2013	Mar 22, 2013	Apr 5, 2013 & Jul 5, 2013	Apr 26, 2013	Jul 26, 2013	Jul 26, 2013	25
		Text Amendment (Section 6.12.5 Special Study Areas): to acknowledge inclusion of revised Special Study Area for the City of Port Moody	Jan 30, 2013	Mar 22, 2013	Apr 5, 2013 & Jul 5, 2013	Apr 26, 2013	Jul 26, 2013	Jul 26, 2013	25
Type 2 Did Not Proceed	Corporation of Delta	Land Use Designation Amendment (MK Delta Lands): Conservation and Recreation to General Urban and expand the Urban Containment Boundary	Jun 12, 2013	Jun 19, 2013	Jul 5, 2013	Jul 26, 2013	On hold at the request of the Corporation of Delta (Submitted new amendment request on Jan 29, 2019)		n/a
Type 2 Did Not Proceed	Township of Langley	Land Use Designation Amendment (North Murrayville and Hendricks): Agricultural to General Urban	Jun 24, 2013	Jun 19, 2013	Jul 5, 2013	Jul 26, 2013	Oct 11, 2013: Board declined the RGS amendment request; did not proceed with bylaw readings.		16

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Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC¹	Date Considered by Regional Planning Committee²	Date Bylaw Initiated/ Referred by MVRD Board	Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	Total Processing Time (Weeks)
Type 3 Did Not Proceed	Township of Langley	Land Use Designation Amendment (Highway #1 at 200th Street): Mixed Employment to General Urban	Jun 24, 2013	Jun 19, 2013	Jul 5, 2013	Jul 26, 2013	Oct 11, 2013: Board declined the RGS amendment request; did not proceed with bylaw readings.		16
Type 3 Bylaw No. 1207, 2014	City of Surrey	Land Use Designation Amendment (Central Newton Cultural Commercial District): Industrial to Mixed Employment (1 site, 6.5 ha)	May 2, 2014	May 22, 2014	June 6, 2014	Jun 27, 2014	Jun 27, 2014	Sept 19, 2014	20
Type 2 Bylaw No. 1203, 2014	Corporation of Delta	Land Use Designation Amendment (Southlands): Agricultural to General Urban and extend the Urban Containment Boundary (1 site, 59.7 ha); Agricultural to Conservation and Recreation (1 site, 42.4 ha)	Jan 14, 2014	Feb 21, 2014	Mar 7, 2014	Mar 28, 2014	Mar 28, 2014	Jun 27, 2014	23
Type 3 Bylaw No. 1209, 2014	City of Port Moody	Land Use Designation Amendment (Moody Centre Transit Oriented Development Area and Murray Street Boulevard Area): Mixed Employment and Industrial to General Urban (1 site, 8.3 ha)	Jun 2, 2014	June 20, 2014	July 4, 2014	Jul 11, 2014	Jul 11, 2014	May 15, 2015	49
Type 3 Did Not Proceed	City of Port Moody	Land Use Designation Amendment (Andres Wine Site): Industrial to General Urban	Jun 2, 2014	June 20, 2014	July 4, 2014	Jul 11, 2014	July 11, 2014: Board declined the RGS amendment request; did not proceed with bylaw readings.		6
Type 3 Did Not Proceed	City of Port Moody	Land Use Designation Amendment (Mill and Timber Site): Industrial to General Urban (1 site)	Jun 2, 2014	June 20, 2014	July 4, 2014	Jul 11, 2014	July 11, 2014: Board declined the RGS amendment request; did not proceed with bylaw readings.		6

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Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC¹	Date Considered by Regional Planning Committee²	Date Bylaw Initiated/ Referred by MVRD Board	Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	Total Processing Time (Weeks)
Type 3 Bylaw No. 1222, 2015	Township of Langley	Land Use Designation Amendment (2 adjacent sites in the Latimer area): Mixed Employment to General Urban (1 site, 1 ha), and General Urban to Mixed Emp. (1 site, 7.5 ha)	April 2, 2015	May 1, 2015	May 22, 2015	June 12, 2015	June 12, 2015	Sept 4, 2015	22
Type 3 Bylaw No. 1223, 2015	Metro Vancouver (North Vancouver District, Anmore, Surrey, New Westminster, North Vancouver City, West Vancouver, and Port Moody)	Incorporate changes stemming from 7 GVRD board accepted RCS. Amendment includes revisions to regional land use designation boundaries, the addition of Frequent Transit Development Areas (FTDAs), and local centres. The proposed amendment also includes updates to the Metro 2040 Appendix A, Table A-1: Population, Dwelling Unit and Employment Projections for Metro Vancouver Sub regions and Municipalities.	n/a	Jun 5, 2015	Jul 10, 2015	Jul 31, 2015	Jul 31, 2015	Oct 30, 2015	21
Type 2 Did not Proceed	Corporation of Delta	Land Use Designation Amendment (Ladner Trunk Road): Agricultural to Rural (1 site, 0.23 ha)	May 27, 2016	n/a	Jul 15, 2016	Jul 29, 2016	Jul 29, 2016: Board determined the proposed RGS amendment request is not required		9
Type 2 Bylaw No. 1236, 2016	Metro Vancouver	Text Amendment: Update the policy provisions regarding the extension of regional sewerage services, and adopt associated implementation guidelines #7, Extension of Regional Sewerage Services.	n/a	n/a	Sept 9, 2016	Sept 23, 2016	Sept 23, 2016	Apr 28, 2017	33

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Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC¹	Date Considered by Regional Planning Committee²	Date Bylaw Initiated/ Referred by MVRD Board	Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	Total Processing Time (Weeks)
Type 3 Bylaw No. 1237, 2016	Metro Vancouver	Text Amendment (Appendix A Table A.2): update figures on 10 years regional and municipal household growth projections by tenure.	n/a	Sept 8, 2016	Oct 14, 2016	Oct 28, 2016	Oct 28, 2016	Apr 28, 2017	33
Type 3 Bylaw No. 1243, 2017	Metro Vancouver	Text Amendment (Schedule G): update and reduce 55 performance measures to 15 key summary measures. The reduced number of measures facilitates simpler and more useful annual reporting.	n/a	Nov 18, 2016	Mar 10, 2017	Mar 31, 2017	Mar 31, 2017	Jul 28, 2017	20
Type 3 Bylaw No. 1246, 2017	Metro Vancouver (Langley Township, Surrey, and North Vancouver City)	Incorporate land use designation and overlay map revisions stemming from 3 MVRD Board accepted RCS amendments	n/a	Jun 23, 2017	Jun 9, 2017	Jun 23, 2017	Jun 23, 2017	Oct 27, 2017	18
Type 3 Bylaw No. 1259, 2018	City of Port Moody	Land Use Designation Amendment (Flavelle Mill Site): Industrial to General Urban (12.7 ha), removal of special study area	Sep 15, 2017	Nov 17, 2017	Feb 2, 2018	Feb 23, 2018	Feb 23, 2018	May 25, 2018	36
Type 2 Did Not Proceed	City of Surrey	Land Use Designation Amendment (Hazelmead): Rural to General Urban, 23.7 ha, extension of UCB	Oct 23, 2017	Nov 17, 2017	Feb 2, 2018	Feb 23, 2018	Mar 23, 2018: Board declined the RGS amendment request; did not proceed with bylaw readings.		22

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Appendix 1: Summary of Processed Amendments to Metro Vancouver 2040: Shaping our Future, 2011-2019

Amendment Type and Bylaw Number	Municipality	Amendment Request Description	Date of Amendment Request Letter from Municipality	Date Considered by RPAC¹	Date Considered by Regional Planning Committee²	Date Bylaw Initiated/ Referred by MVRD Board	Date Bylaw Considered by MVRD Board for Initial Readings	Date Bylaw Considered by MVRD Board for Adoption	Total Processing Time (Weeks)
Type 3 Did Not Proceed	City of Surrey	Land Use Designation Amendment (South Campbell Heights): Rural & Special Study Area (235 ha) to General Urban (143 ha), Mixed Emp (37 ha), Con Rec (55 ha) & extension of UCB; Mixed Emp (22.4 ha) to Con Rec (16.4 ha), General Urban (6 ha); Rural & Special Study Area (12 ha) to Agricultural & ALR	Jan 16, 2018	Apr 20, 2018	May 4, 2018	May 25, 2018	May 25, 2018: Board referred the amendment back to City of Surrey to consider an alternative amendment.		18
Type 3 Bylaw No. 1266, 2018	Township of Langley	Land Use Designation Amendment (Williams Neighbourhood Plan): Mixed Employment to General Urban (4 ha), General Urban to Mixed Emp (2 ha)	May 8, 2018	May 11, 2018	Jun 8, 2018	Jun 22, 2018	Jun 22, 2018	Sep 28, 2018	20
Type 3 Under Review	City of Delta	Land Use Designation Amendment (MK Delta Lands): Agricultural to Industrial (62.7 ha) and extension of UCB	Jan 29, 2019	Mar 15, 2019	Apr 5, 2019	May 24, 2019	May 24, 2019	Oct 4, 2019	35
Type 3 Under Review	Metro Vancouver (Vancouver, Anmore, New Westminster)	Incorporate land use designation amendment and addition of new FTDA's stemming from 3 MVRD Board accepted RCS amendments	n/a	Apr 12, 2019	May 3, 2019	May 24, 2019	May 24, 2019	Oct 4, 2019	25
Type 3 Bylaw No. 1295, 2019	Metro Vancouver	Text amendment: update the GHG emission reduction targets to pursue a carbon neutral region by 2050, with an interim target of 45% reduction by 2030	n/a	n/a	Oct 11, 2019	Nov 1, 2019	Nov 1, 2019	Feb 28, 2020	20

¹ Regional Planning Advisory Committee (previously named Technical Advisory Committee)

² Previously named the regional Planning and Agriculture Committee

³ Previously named the Greater Vancouver Regional District (GVRD)

To: Regional Planning Committee

From: Erin Rennie, Senior Planner, Regional Planning and Housing Services

Date: April 2, 2020 Meeting Date: May 1, 2020

Subject: **Social Equity in Regional Growth Management Phase 2 Study – Project Initiation**

RECOMMENDATION

That the Regional Planning Committee receive for information the report dated April 2, 2020, titled “Social Equity in Regional Growth Management Phase 2 Study – Project Initiation”.

EXECUTIVE SUMMARY

The Social Equity in Regional Growth Management study is a two-year project aimed at developing a better understanding of how social equity can and should be considered in Metro Vancouver’s long-range regional growth management policy planning. In 2019, the study focused on understanding how other jurisdictions are considering this topic and the gaps in Metro Vancouver’s policies. The second phase, which is set to commence in the spring of 2020, will focus on data gathering, stakeholder engagement, and the development of recommendations for the development of an equity lens for *Metro 2050*, the update to the regional growth strategy.

PURPOSE

The purpose of this report is to advise the Regional Planning Committee of the objectives, scope, and timeline of Phase 2 of the Social Equity in Regional Growth Management Study.

BACKGROUND

In April 2019, the MVRD Board initiated a process to update *Metro 2040*, the regional growth strategy. Part of the scope of the *Metro 2040* update is to consider critical emerging issues including climate change and social equity and how they impact and should be considered in the policies of the regional growth strategy. The Social Equity in Regional Growth Management Study is part of the Policy Review process currently underway to support the development of *Metro 2050*, the updated regional growth strategy.

In 2019, Metro Vancouver undertook the first phase of this study, and in November 2019 received a consultant report titled “A Review of Social Equity in Regional Growth Management” (Reference). The first phase focused on a peer review of what other regional agencies are doing to consider equity in growth management work, a gap analysis of the policies of *Metro 2040*, and providing recommendations for Metro Vancouver to consider. The second phase of the Study is now underway and will build on the first phase to develop a social equity lens in the development of *Metro 2050*.

SOCIAL EQUITY IN REGIONAL GROWTH MANAGEMENT PHASE 2 STUDY

The Social Equity in Regional Growth Management Phase 2 Study continues and builds on the work and findings from the first phase of work. Social Equity is commonly understood to be the quality of being fair, unbiased, and just - especially with regards to issues of diversity and inclusion. There are

many dimensions of identity including socioeconomic status, ethnicity, sex, age, disability, gender, sexuality, religion, indigeneity, class, and others that impact experiences of social equity.

The intended final outcome of Phase II will be a greater understanding and guidance on how best to apply a “social equity lens” to the policies of the regional growth strategy; i.e. an approach for applying the concept of social equity to the regional growth strategy both in the development of policy language and in the implementation of the plan.

The Study will be carried out by a consultant or team of consultants under the direction of Metro Vancouver Regional Planning.

Objectives

The objectives for the Phase 2 Study are as follows:

1. to measure and quantify disparity in the region in relation to growth management;
2. to identify and engage equity-seeking groups in a process to understand local definitions and experiences of equity and how an equity lens could be applied to *Metro 2050*; and
3. to develop recommendations in the development of policy language and implementation of *Metro 2050*, including applying an “social equity lens” to the regional growth strategy.

Scope

The Study will consider the concept of social equity as it relates to regional growth management. It will focus on two data gathering activities and one analysis and reporting activity, described below:

Task 1: Develop an Equity Data Baseline Report for Metro Vancouver

This work will involve selecting key indicators relevant to the relationship between growth management and social equity, acquiring data, and analyzing and presenting that data to illustrate the nature and the extent of disparity in Metro Vancouver. The report will be visually presented in a report (using graphs, maps, etc.) and will recommend performance indicators / metrics that could be incorporated into the *Metro 2050* Performance Monitoring program. Task 1 deliverables include: an Equity Data Baseline Report; and Recommended Equity Data Performance Measures for *Metro 2050*.

Task 2: Stakeholder Engagement

This portion of the Study will involve planning and carrying out stakeholder engagement activities geared at generating an understanding of how social equity can and should be incorporated into regional planning and the regional growth strategy. The consultant will coordinate and facilitate a minimum of two workshops or focus groups with equity-seeking groups and report out on findings. Task 2 deliverables include: an Engagement Plan; holding a minimum of two stakeholder workshops for equity-seeking groups (may be held virtually, by telephone or online); a draft Acknowledgement of Indigenous Traditional Territory Statement for *Metro 2050*; and a “What we Heard” report summarizing the key findings of the stakeholder engagement activities.

Task 3: Develop an Approach for Applying an Equity Lens to Metro 2050

This work will involve analyzing and synthesizing the key learnings from Tasks 1 and 2 to develop a recommended approach for applying a social equity lens for *Metro 2050*. It will include a review and

analysis of the results of Tasks 1 and 2 and the implications for the future of the region. The development of a social equity lens is to also include recommendations for how best to screen and evaluate policy changes or new policy language for inclusion in *Metro 2050* (e.g. a checklist or other tool for evaluating potential policies) as well as recommendations for implementation practices to be used in implementing *Metro 2050* going forward (e.g. implementation guidelines, engagement tools, project planning tools, etc.). It may also include recommended training for Metro Vancouver staff.

Task 3 Deliverables include: a Final Report, which will comprise the Equity Baseline Report (from Task 1), the “What we Heard” Report on the Key Findings of the Engagement Activities (from Task 2), a Discussion of the results of Tasks 1 and 2 and a summary of implications for the future of the region, and a Recommended Approach for Applying an Equity Lens to *Metro 2050*.

Out of Scope

Social equity issues that do not have a clear relationship with land use planning are out of scope. Further, the issue of inter-jurisdictional equity will not be explored through this study (i.e. equity between Metro Vancouver member jurisdictions, and between Metro Vancouver and neighbouring regional districts).

Timeline

The Study will take place over the course of 2020. A consultant will be brought on in the spring of 2020, with the first two activities being completed between May and August of 2020. Interim reports will be presented to RPAC and the Regional Planning Committee, as appropriate. The Final Report will be developed between August and September of 2020 and presented to RPAC, the Regional Planning Committee and MVRD Board in the fall of 2020.

Outcomes

The results of this study will be used to directly inform the development of *Metro 2050*. The final report will include a proposed social equity lens to be used in evaluating proposed policy amendments and new policies in *Metro 2050*. The recommendations in this report will also support social equity considerations in the implementation phase of *Metro 2050* following its adoption.

COVID-19 IMPACT AND BENEFITS

Staff anticipate that the majority of this project can be carried out in spite of the COVID-19 pandemic. Task 1 which focuses on gathering, analyzing, and reporting on quantifiable indicators of equity and disparity can be done online. Task 2, which was originally envisioned as a series of in-person engagement activities to convene representatives of equity-seeking groups, can be completed virtually by using a combination of telephone and online engagement strategies. Task 3 involves reporting which can also be completed online. The presentation phase of the project deliverables can also be done remotely if necessary.

One risk of moving forward with the Study is that regional partners with expertise in social equity matters such as Health Authority staff may be unavailable at this time to provide input and guidance. Every effort will be made to connect with experts in the field and keep partners apprised of the Study activity while being mindful of pandemic-related priorities. Adjusting review periods may be required to support this flexibility.

Metro Vancouver staff are recommending that the Study go forward at this time as it will support both a greater understanding as well as recommendations to address issues of social equity in this region, many of which have come to light during this challenging time. Regional Planning is optimistic that the findings and recommendations of this study will not only support Metro Vancouver's long-range planning, but also the pandemic recovery efforts by all regional partners.

ALTERNATIVES

This is an information report. No alternatives are presented.

FINANCIAL IMPLICATIONS

Funding to support the hiring of a consultant(s) will be covered by the Board approved 2020 Regional Planning budget.

CONCLUSION

The Social Equity in Regional Growth Management Study is a two-year initiative to support the development of a greater understanding of social equity in this region and its relationship to regional growth management. The goal of this project is to identify ways to apply a social equity lens to the policies of Metro Vancouver's regional growth strategy. The first phase of work, was completed in late 2019, while this second phase is proposed to begin in the spring of 2020 and conclude in the late fall of 2020. The Phase 2 Study will focus on gathering quantitative and qualitative data on inequity in the region and developing a "social equity lens" to support the development of *Metro 2050*.

References

[Social Equity in Regional Growth Management – Key Findings](#)

38326162

To: Regional Planning Committee

From: Eric Aderneck, Senior Planner, Regional Planning and Housing Services

Date: April 9, 2020

Meeting Date: May 1, 2020

Subject: ***Metro 2040 Implementation Policy Review: Scope of Work***

RECOMMENDATION

That the MVRD Board receive for information the report dated April 9, 2020, titled “*Metro 2040 Implementation Policy Review: Scope of Work*”.

EXECUTIVE SUMMARY

To inform the update to *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy, Metro Vancouver is undertaking a series of Policy Reviews, including one for the Implementation section (Section F). The Policy Reviews will provide key inputs into the regional growth strategy update, and will include engagement with member jurisdictions and key stakeholders to test and refine recommended policy changes. The Implementation Policy Review will address and enhance the procedures for implementing, administering and amending the regional growth strategy, including relationships with member jurisdictions, First Nations, and other agencies. The Regional Planning Committee can expect to see a report on the completed Implementation Policy Review with recommendations later in 2020.

PURPOSE

To provide the Regional Planning Committee and MVRD Board with an opportunity to consider and provide feedback on the scope of work for the *Metro 2040 Implementation Policy Review (Policy Review)*, which will inform the update of the regional growth strategy over the 2021-2022 period.

BACKGROUND

The Policy Review is one of a series that will provide key inputs into the regional growth strategy update, which was initiated in 2019 and will be completed by 2022. This report provides the scope of work of the Policy Review for information and discussion.

METRO 2040 IMPLEMENTATION SECTION

Metro 2040 sets out the shared long-term vision for the region, with five goals, and associated supporting strategies and actions. The Implementation Section F (Sections 6.1 to 6.15) outlines the process to administer and amend the regional growth strategy through the following:

6.1 - Implementation Framework

Defines what is ‘regionally significant’ and how the signatories work together through collaborative decision-making on implementing the regional growth strategy.

6.2 - Regional Context Statements

Within two years of the adoption of a regional growth strategy, member jurisdictions must submit a regional context statement to the MVRD Board for acceptance. The regional context statement shows how the aspirations of the local government, as expressed in its Official Community Plan or equivalent, align with and support the regional vision and goals as expressed in the regional growth strategy. This section provides information about the process to develop, adopt and amend regional context statements as well as provisions for municipal flexibility.

6.3 – Regional Growth Strategy Amendments

This section defines the different types of amendments to the regional growth strategy (Types 1, 2, and 3), for example the type of amendment for amending the regional land use designation for a site from one designation to another.

6.4 - Procedures for Amendments

This section lays out the procedures for all types of amendments to the regional growth strategy, including voting thresholds, requirements for a public hearing, and notification requirements.

6.5, 6.6, 6.7 - Coordination with First Nations, TransLink, Other Governments / Agencies

These sections explain the relationship of the regional growth strategy and coordination with First Nations, TransLink, the Fraser Valley and Squamish Lillooet Regional Districts, Islands Trust, and provincial and federal governments.

6.8 - Coordination with Greater Vancouver Boards

This section clarifies that after adoption of the regional growth strategy, all bylaws adopted and all works and services undertaken by MVRD, GVS&DD and GVWD must be consistent with the regional growth strategy. In addition, the GVS&DD will not supply regional sewerage services to lands within a Rural, Agricultural or Conservation and Recreation regional land use designation except for public health or environmental contamination reasons, or where the MVRD Board determines that the nature of the development proposed is not inconsistent with the regional growth strategy.

6.9 - Sewerage Area Extensions

This section identifies areas that have a Rural regional land use designation where the extension of regional sewerage services is permitted where land uses are consistent with the regional land use designation and subject to normal GVS&DD technical considerations.

6.10 - Special Study Areas

This sections identifies Special Study Areas where, prior to the adoption of the regional growth strategy, a member jurisdiction has expressed an intention for land use change, and is anticipating applying for a regional land use designation amendment. The Special Study Area overlay is intended for Rural, Agricultural and Conservation and Recreation areas, and effectively lowers the Board's amendment voting threshold from 2/3rd with a regional public hearing, to 50%+1 with no regional public hearing.

6.11 - Jurisdiction

This section clarifies that the *Agricultural Land Commission Act*, or regulations and orders made pursuant thereto supersede the regional growth strategy.

6.12 and 6.13 - Regional Growth Strategy Maps

This section provides information about the maps, figures and tables in the regional growth strategy.

6.14 - Interpretation

This section defines affected local governments and connection to the *Local Government Act*.

6.15 - Implementation Guidelines

This section acknowledges that the *Local Government Act* permits the development of implementation guidelines to support the implementation of the regional growth strategy. Currently there are 8 such Implementation Guidelines.

SCOPE OF THE METRO 2040 IMPLEMENTATION POLICY REVIEW

As part of the update of *Metro 2040*, a series of Policy Reviews by topic matter are currently underway. This background work is intended to be completed in 2020, informing the subsequent updates to the policy language of the regional growth strategy.

The purpose of the Policy Review is to identify challenges and opportunities to improve upon the administration of the regional growth strategy, taking into account the shared knowledge and experience of member jurisdictions with administering, implementing, and amending the regional growth strategy since its adoption in 2011, as well as considering recent policy research, best practices, and input from member jurisdictions.

Objectives of the Policy Review

The main objective for the Policy Review is to explore efficiencies and simplification of the regional growth strategy's implementation section, specifically to ensure:

- An efficient administrative process;
- Clear requirements and process for amendments;
- A meaningful regional public hearing process;
- Ease of reporting and tracking changes over time;
- A review of voting thresholds for, and types of, minor amendments;
- A review of the municipal flexibility provisions;
- A review of the Special Study Areas provisions; and
- Enhanced coordination with First Nations and regional stakeholders.

This work is intended to explore: what's working, what's not working, and what's missing from the Implementation section of *Metro 2040* (Section F). This review will also be an opportunity for housekeeping edits to update the regional growth strategy, and further facilitate its clear interpretation and implementation. The outcome of the Policy Review will be a report that: documents the issues identified; assesses how well the existing policies meet *Metro 2040's* objectives; explores best practices in other jurisdictions; identifies and tests possible options; and recommends wording changes that better support regional goals, which have linkages to all topic and goal areas of the regional growth strategy.

Following the completion of the update to the regional growth strategy in 2022, it is anticipated that a number of subsequent updates will be completed to support implementation, including:

- A review and update of the eight existing implementation guidelines (notably #1: Regional Context Statements; #2: Amendments to the Regional Growth Strategy), and possibly the preparation of additional new guidelines;
- The development of a new Regional Context Statement template to assist member jurisdictions and support consistency in the preparation and review of Regional Context Statements; and
- Exploration of other possible implementation tools to support ease of implementation and greater consistency.

METHODOLOGY - PROCESS AND OBJECTIVES

The following methodology is proposed for the Policy Review, taking into account experience with administering, implementing, and amending the regional growth strategy since its adoption in 2011.

Project Process / Steps

The key steps in the Policy Review and development process:

1. Establish an understanding of the issues from multiple perspectives;
2. Review of administration, amendments, implementation procedures;
3. Understand the effectiveness of the current implementation of *Metro 2040* and any known challenges or issues;
4. Document planning policy 'best practices' from other, similar jurisdictions;
5. Determine 'criteria' for review of effectiveness (including the role of stakeholders);
6. Explore amendment options and alternatives (such as different voting thresholds by amendment type);
7. Determine the policy priorities and any 'show stoppers';
8. Test proposed ideas with stakeholders (mostly member jurisdictions via the Regional Planning Advisory Committee (RPAC), the *Metro 2050* Intergovernmental Advisory Committee (IAC), and the Regional Planning Committee; and
9. Recommend amended or new wording in the regional growth strategy.

The intended scope of work is set out below.

- **Step 1: Preliminary Analysis**
 - Review of existing applicable *Metro 2040* policies/provisions
 - Review of past amendments/administration
 - Determine municipal and stakeholder issues/concerns
 - Identification of issues and areas to explore
- **Step 2: Work Plan Development**
 - Draft and finalize work plan (internal)
- **Step 3: Scoping Report**
 - Present Scoping Report for Policy Review – RPAC, Regional Planning Committee
 - Receive feedback on proposed extent of the Policy Review, and exploration direction
- **Step 4: Policy Analysis**
 - Confirm key issue areas, based on feedback received
 - Confirm potential solutions to explore what is not working and to address issues
 - Undertake best practices research to develop policy options

- **Step 5: Policy Development**
 - Develop and test draft policy options, including implications
 - Explore draft policy options – RPAC, IAC, Regional Planning Committee
- **Step 6: Final Policy Review Report**
 - Prepare Policy Review summary report, with recommendations
 - Present final Policy Review report – RPAC, IAC, Regional Planning Committee

The intended deliverables are as follows:

- Memo with preliminary findings
- Final report with summary and recommendations

A version of this report was presented to the Regional Planning Advisory Committee for discussion and feedback at its meeting on March 20, 2020.

TIMELINE AND ENGAGEMENT

The timeline for the *Metro 2040* Implementation Policy Review is to start in early 2020 with completion in mid-2020. Some of the aspects of the Policy Review, such as those associated with voting thresholds and the process for land use designation amendments, will be determined through the respective themed Policy Reviews (i.e. Urban Centres, Industrial, Agriculture, Rural, Environmental, etc.). This Policy Review is not intended to identify specific parcels for designation changes. If needed, those amendments would be considered after the adoption of *Metro 2050* through the Regional Context Statement or minor amendment process.

The primary stakeholders for this Policy Review are: Regional Planning staff, member jurisdiction staff, and member jurisdiction elected officials. Staff will advance the final Summary Report to RPAC and the Regional Planning Committee setting out the recommended policy directions for consideration and feedback in mid-2020. In accordance with the timeline for the update of *Metro 2040*, the second half of 2020 will be spent on writing this and the other policy areas that are under review, in collaboration with RPAC and the IAC. Staff in Metro Vancouver's Legal Services and Indigenous Relations Department will also provide key support in the review and development of any new or amended policies for *Metro 2050*.

ALTERNATIVES

This is an information report. No alternatives are presented.

FINANCIAL IMPLICATIONS

There are no financial implications to the *Metro 2040* Implementation Policy Review.

CONCLUSION

Effective administration is a key to the successful and consistent implementation of the regional growth strategy. The purpose of the *Metro 2040* Implementation Policy Review is to explore and identify the challenges and opportunities to enhance the regional growth strategy, taking into account the knowledge and experience gained from administering, implementing, and amending *Metro 2040* since its adoption in 2011, as well as policy research, best practices, and input from member jurisdictions. The identified enhancements will be brought forward as recommendations for the update of the regional growth strategy over the 2021-2022 period.

To: Regional Planning Committee

From: Theresa Duynstee, Senior Planner, Regional Planning and Housing Services

Date: April 22, 2020 Meeting Date: May 1, 2020

Subject: ***Metro 2040 Rural Policy Review – Scope of Work***

RECOMMENDATION

That the Regional Planning Committee receive for information the report dated April 22, 2020, titled “*Metro 2040 Rural Policy Review – Scope of Work*”.

EXECUTIVE SUMMARY

This report outlines the scope of the *Metro 2040 Rural Policy Review* including the questions and process for receiving feedback on the Rural land use designation and policies in Strategy 1.3 of *Metro Vancouver 2040: Shaping our Future (Metro 2040)*, the regional growth strategy. Staff will be seeking input from members of the Regional Planning Advisory Committee (RPAC) members regarding potential changes to the policies of Strategy 1.3. A key issue to resolve is developing a common definition of “rural use”.

PURPOSE

To provide the Regional Planning Committee members an opportunity to comment on the scope, schedule and content of the Rural Policy Review.

BACKGROUND

The *Metro 2040 Rural Policy Review* is one of a series of policy reviews that will provide key inputs into the regional growth strategy update, which was initiated in 2019 and will be completed by 2022. This report provides the scope of work of the policy review to the Regional Planning Committee for information.

INTENT OF THE RURAL POLICY REVIEW

Section 1.3 of *Metro 2040* sets out the principal policy directions for the use, purpose and character of rural lands in the region. The policies related to rural lands in *Metro 2040* are found in Goal 1, Strategy 1.3 – Protect Rural areas from urban development. The regional Rural land use designation is one of three non-urban land use designations that were established on a parcel-based map forming part of *Metro 2040*, maintained by Metro Vancouver. Amending sites from the regional Rural land use designation requires an amendment to the regional growth strategy and MVRD Board approval.

The aim of the *Metro 2040 Rural Policy Review* is to determine to what extent rural policies in the regional growth strategy should be updated to address issues that have emerged regarding the implementation and intent of the regional Rural land use designation. The principal challenge to address through the policy review is the lack of a clear definition of what constitutes a “Rural use”. Currently, there are a number of types of lands with a regional Rural land use designation including some within the Agricultural Land Reserve, others over sensitive aquifers, and others that are more remote or have topographical limitations for development. One consistent defining feature is that all

Rural lands are located outside the Urban Containment Boundary (UCB), and are not intended for urban levels of development which supports the principles of urban containment, the protection of sensitive lands, and the efficient provision of urban infrastructure including transit and utilities.

Without a clear and consistent definition of ‘Rural’ including criteria and uses (as with the Conservation and Recreation, Agricultural and other regional land use designations), a number of challenges arise including the prevalence of ‘cluster’ forms of development and small lot subdivisions with expectations for urban levels of service, as well as urban forms/densities of development happening outside the UCB. While one or two locations where this occurs may be considered minor and not problematic, as more locations of these forms of development accumulate over time they will increasingly put the well-established growth management principle of urban containment at risk. Compromising the integrity of the UCB will also erode the established cost efficiencies of providing utilities and other community services.

Rural Land Use in Metro Vancouver

In *Metro 2040*, the Rural regional land use designation is defined as:

“... intended to protect the existing character of rural communities, landscapes and environmental qualities. Land uses include low density residential development, small scale commercial, industrial, and institutional uses, and agricultural uses that do not require the provision of urban services such as sewer or transit. Rural areas are not intended as future urban development areas, and generally will not have access to regional sewer services” (Section D).

There are 12 municipalities in Metro Vancouver with land with a regional Rural land use designation in *Metro 2040*. The amount of land designated Rural in local jurisdictions ranges from 0.2 to 3,204 hectares (see Table 1).

Table 1: Jurisdictions with *Metro 2040* Rural land use designations

Jurisdictions	Municipal Area (Ha)	Rural designated land (Ha)	Rural in Municipal Area (%)
Maple Ridge	28,692	3,203.6	11.2%
Langley Township	31,717	2,485.2	7.8%
Pitt Meadows	9,661	779.2	8.1%
Surrey	36,493	615.6	1.7%
Anmore	3,210	498.0	15.5%
Coquitlam	12,959	407.6	3.1%
Electoral Area A	144,932	226.0	0.2%
Belcarra	1,259	160.0	12.7%
North Van District	17,723	123.1	0.7%
Port Moody	3,275	32.8	1.0%
Delta	38,835	0.5	0.00%
Langley City	1,024	0.2	0.02%
TOTAL	329,780	8,531.7	2.6%

Of the total lands designated Rural, there are 861 ha (10%) of Rural land in the Agricultural Land Reserve, mostly in: Langley Township (737 ha), Maple Ridge (90 ha) and Pitt Meadows (22 ha). There are also 311 ha in Special Study Areas including: Surrey (247 ha), Anmore (61 ha) and Langley Township (3 ha).

Scope of the Policy Review

An initial review of the Rural land use designation was held in early 2018 with municipal representatives from RPAC. At that time, while some challenges were noted, no changes to the Rural policies and actions in *Metro 2040* were recommended. This policy review, as part of the update to the regional growth strategy, provides another opportunity for Metro Vancouver and member jurisdictions to consider improvements to Strategy 1.3 of *Metro 2040* with an aim to improved alignment with the federation's goals expressed in the regional growth strategy.

The main stakeholders for the *Metro 2040* Rural Policy Review are member jurisdictions and selected agencies (e.g. Agricultural Land Commission), who will be asked to consider criteria and definitions to support a more consistent and effective use of the regional Rural land use designation as well as policies and actions to meet the intent and help retain the rural character of these lands. The process will begin by asking stakeholders if there are any outstanding issues that need to be resolved. The response will form the basis of further discussions on potential policy options for the update of *Metro 2040*.

ALTERNATIVES

This is an information report. No alternatives are presented.

CONCLUSION

The *Metro 2040* Rural Policy Review is seeking to explore the policy directions for the use, purpose and character of rural lands in the region. A key issue to resolve is the definition of "rural use"; in the absence of a shared understanding of the intent of rural lands in the region, expectations emerge for urban levels of service in these areas, and increase the prevalence of urban forms/densities of development happening outside the UCB on Rural lands. This puts the integrity of the Urban Containment Boundary and the regional growth strategy's foundational principle of urban containment at risk and erodes the established cost efficiencies of providing utilities and other community services.

Attachment

Summary of Jurisdictional Land Uses Within the Rural Land Use Designation

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ATTACHMENT

Summary of Jurisdictional Land Uses Within the Rural Land Use Designation

Generalized Land Use Classification (2016)	Total Area (Ha)	% of Total Rural Area
City of Maple Ridge	3,203	38%
Residential - Rural	2,394.0	74.7%
Recreation, Open Space and Protected Natural Areas	357.6	11.2%
Road Right-of-Way	190.9	6.0%
Industrial - Extractive	76.8	2.4%
Undeveloped and Unclassified	67.2	2.1%
Transit, Rail and Other Transportation	30.0	0.9%
Civic and Other Institutional	28.7	0.9%
Industrial	24.4	0.8%
Agriculture	7.7	0.2%
Religious and Other Assembly	7.4	0.2%
Lakes, Large Rivers and Other Water	6.1	0.2%
Health and Education	5.5	0.2%
Utility, Communication and Work Yards	2.9	0.1%
Retail and Other Commercial	2.2	0.1%
Residential - Institutional and Non-Market Housing	0.9	0.0%
Cemetery	0.4	0.0%
Residential - Single Detached Only (no Secondary Unit)	0.3	0.0%
Township of Langley	2,485	29%
Residential - Rural	1,553.9	62.5%
Road Right-of-Way	264.2	10.6%
Agriculture	258.1	10.4%
Recreation, Open Space and Protected Natural Areas	146.2	5.9%
Undeveloped and Unclassified	125.1	5.0%
Industrial - Extractive	53.1	2.1%
Residential - Mobile Home Park	22.3	0.9%
Utility, Communication and Work Yards	17.3	0.7%
Lakes, Large Rivers and Other Water	12.3	0.5%
Religious and Other Assembly	8.5	0.3%
Industrial	6.5	0.3%
Retail and Other Commercial	6.1	0.2%
Residential - Institutional and Non-Market Housing	4.3	0.2%
Health and Education	4.0	0.2%
Transit, Rail and Other Transportation	1.8	0.1%
Civic and Other Institutional	1.1	0.0%
Residential - Townhouse	0.4	0.0%
Residential - Single Detached Only (no Secondary Unit)	0.1	0.0%

City of Pitt Meadows	779	9%
Residential - Rural	537.4	69.0%
Recreation, Open Space and Protected Natural Areas	138.7	17.8%
Industrial - Extractive	91.8	11.8%
Road Right-of-Way	7.8	1.0%
Lakes, Large Rivers and Other Water	2.9	0.4%
Agriculture	0.5	0.1%
City of Surrey	616	7%
Residential - Rural	457.4	74.3%
Recreation, Open Space and Protected Natural Areas	68.0	11.0%
Undeveloped and Unclassified	59.0	9.6%
Road Right-of-Way	23.8	3.9%
Residential - Institutional and Non-Market Housing	3.9	0.6%
Agriculture	2.7	0.4%
Cemetery	0.6	0.1%
Industrial	0.1	0.0%
Village of Anmore	498	6%
Residential - Rural	246.1	49.4%
Undeveloped and Unclassified	190.4	38.2%
Road Right-of-Way	36.0	7.2%
Recreation, Open Space and Protected Natural Areas	16.5	3.3%
Residential - Mobile Home Park	5.5	1.1%
Civic and Other Institutional	1.4	0.3%
Utility, Communication and Work Yards	1.3	0.3%
Health and Education	0.9	0.2%
City of Coquitlam	408	5%
Residential - Rural	319.2	78.3%
Industrial - Extractive	38.4	9.4%
Religious and Other Assembly	17.3	4.3%
Recreation, Open Space and Protected Natural Areas	13.0	3.2%
Road Right-of-Way	11.3	2.8%
Utility, Communication and Work Yards	5.1	1.2%
Lakes, Large Rivers and Other Water	3.1	0.8%
Agriculture	0.1	0.0%
Electoral Area A	226	3%
Residential - Rural	193.1	85.5%
Recreation, Open Space and Protected Natural Areas	24.2	10.7%
Lakes, Large Rivers and Other Water	6.3	2.8%
Transit, Rail and Other Transportation	1.7	0.8%
Road Right-of-Way	0.7	0.3%

Village of Belcarra	160	2%
Residential - Rural	104.0	65.0%
Recreation, Open Space and Protected Natural Areas	39.1	24.5%
Road Right-of-Way	11.5	7.2%
Civic and Other Institutional	3.5	2.2%
Lakes, Large Rivers and Other Water	1.8	1.1%
District of North Vancouver	123	1%
Undeveloped and Unclassified	57.1	46.4%
Residential - Rural	40.7	33.0%
Recreation, Open Space and Protected Natural Areas	16.5	13.4%
Road Right-of-Way	5.6	4.5%
Lakes, Large Rivers and Other Water	3.2	2.6%
City of Port Moody	33	0.3%
Residential - Rural	29.5	90.1%
Lakes, Large Rivers and Other Water	1.6	4.7%
Recreation, Open Space and Protected Natural Areas	1.0	3.1%
Undeveloped and Unclassified	0.5	1.6%
Road Right-of-Way	0.2	0.5%
City of Delta	0.5	0.006%
Retail and Other Commercial	0.5	95.7%
City of Langley	0.2	0.002%
Recreation, Open Space and Protected Natural Areas	0.1	55.6%
Road Right-of-Way	0.1	44.4%

Source: Generalized Land Use Classification of Land (2016). This table only includes parcels ≥ 0.1 hectare in size.

To: Regional Planning Committee

From: Jessica Hayes, Planner, Regional Planning and Housing Services

Date: March 9, 2020 Meeting Date: May 1, 2020

Subject: ***Metro 2040 Housing Policy Review – Discussion Paper***

RECOMMENDATION

That the Regional Planning Committee receive for information the report dated March 9, 2020, titled “*Metro 2040 Housing Policy Review – Discussion Paper*”.

EXECUTIVE SUMMARY

The *Metro 2040 Housing Policy Review* is one of several thematic policy reviews being undertaken to inform *Metro 2050*, the update to the regional growth strategy. This report provides an overview and key considerations from the *Metro 2040 Housing Policy Review Discussion Paper* (Attachment 1). The next steps in the *Metro 2040 Housing Policy Review* include a Housing Policy Forum, the inputs from which will be used to develop policy options for Regional Planning Committee members to consider in Phase 3 of the policy review process.

PURPOSE

To provide the Regional Planning Committee with the *Metro 2040 Housing Policy Review Discussion Paper*, which identifies preliminary policy considerations and opportunities to contemplate throughout the *Metro 2040 Housing Policy Review*.

BACKGROUND

At its November 8, 2019 meeting, the Regional Planning Committee received the report titled “*Metro 2040 Housing Policy Review – Scope of Work*” (Reference), which presented the process and key milestones for the *Metro 2040 Housing Policy Review*, one of several thematic policy reviews being conducted to inform *Metro 2050*, the update to the regional growth strategy. The Discussion Paper is a key component of the ‘research and evaluation’ phase of the project scope.

DISCUSSION PAPER

Metro Vancouver retained Eberle Planning and Research to draft a Discussion Paper to begin to examine to what extent *Metro 2040* should be adjusted to better support current practices and changes in the housing policy landscape, and emerging regional aspirations related to the promotion of diverse and affordable housing choices.

To this end, the consultant reviewed and evaluated *Metro 2040*’s goals, strategies, and policy actions relating to housing; primarily those embedded in Goal 4 (Strategy 4.1), but also elsewhere in the regional growth strategy, including related and supportive policies in Goals 1 and 5. Existing internal plans and strategies, including the *Metro Vancouver Regional Affordable Housing Strategy* (2016), and the *Metro Vancouver Housing 10-Year Plan* (2019) were also examined.

Furthermore, the Discussion Paper provides an overview of emerging regional trends and relevant external plans and strategies, including the *National Housing Strategy*, *Homes for B.C.: A 30-Point Plan for Housing Affordability in British Columbia*, and the housing related policies of regional growth strategies from three other jurisdictions.

The consultant met with Regional Planning and Housing Services staff, and received input from the Regional Planning Advisory Committee (RPAC) and RPAC Housing Subcommittee members on an earlier draft of the Discussion Paper, to identify what is working, what could be improved, and any policy gaps or opportunities to consider in *Metro 2050*.

Key Considerations

The Discussion Paper notes that the housing policy landscape has changed significantly since the adoption of *Metro 2040* in 2011, and highlights emergent issues that the regional growth strategy may need to consider; for example, a growing and changing population, the financialization of the housing market, tenant protections, the cost and barriers of building affordable housing, increasing rates of homelessness, and heightened public concern around housing overall.

Key Considerations articulated in the Discussion Paper include:

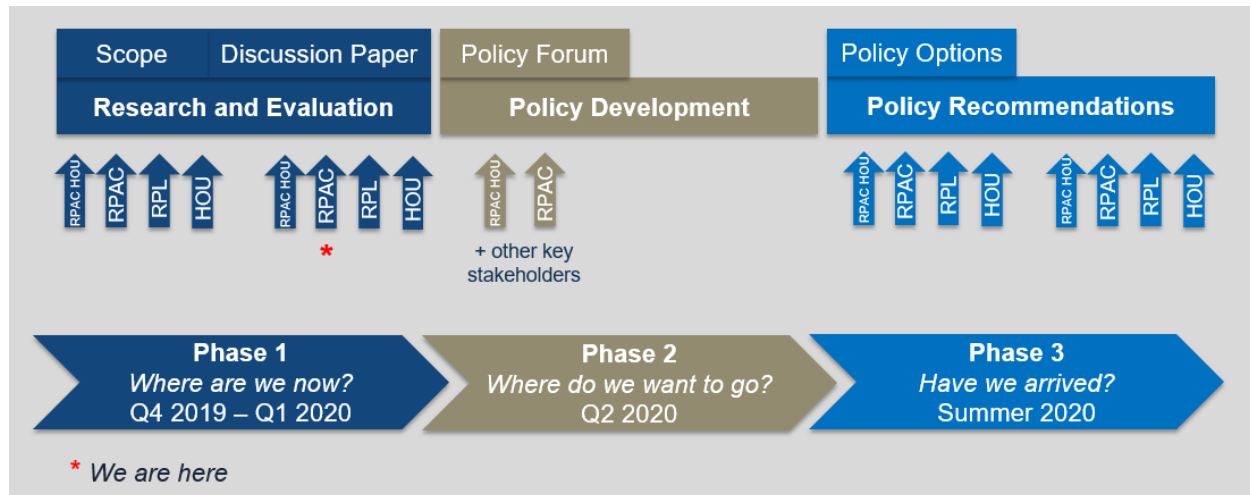
- Ensuring the consistency of new policy wording in *Metro 2050* with the intent of other Metro Vancouver plans and strategies, including the *Regional Affordable Housing Strategy*, *Metro Vancouver Housing 10-Year Plan*, and *Board Strategic Plan (2019 – 2022)*;
- Revisions / clarification needed to describe the municipal requirements to complete Regional Context Statements (RCS) and Housing Action Plans (HAP) (e.g. additional work towards items for RCSs, or expectations for HAPs to be kept up-to-date);
- The relationship of provincially-required Housing Needs Reports with the regional growth strategy's Housing Demand Estimates, recognizing that the *Metro 2040* Housing Demand Estimates and methodology are also being reviewed as part of the update to the regional growth strategy;
- Highlighting the importance of integrating land use and transportation in service of transit-oriented affordable housing;
- Updated housing-related performance measures in *Metro 2050*, ensuring data availability with a reasonable reporting period (e.g. annual reporting); and
- Clarifying the description of the regional role around housing policy, and strengthening the description of Metro Vancouver's role as an advocate, convener and provider of data and research.

The three peer regional growth strategies that were examined revealed some policy similarities and differences to Metro Vancouver's current approach that are worth considering in the development of *Metro 2050*; for example, the creation of a standalone housing goal area, different ways of incorporating housing projections or targets, and new and emerging directions such as the application of an equity lens to housing affordability.

NEXT STEPS

As shown in Figure 1, the policy review process consists of three phases: 1) background research and evaluation of current policy actions (*Where are we now?*); 2) stakeholder consultation and strategic direction (*Where do we want to go?*); and, 3) policy options and recommendations (*Have we arrived?*).

Figure 1: Metro 2040 Housing Policy Review Process



As noted in the scope of work for the *Metro 2040* Housing Policy Review, an important upcoming milestone is the Housing Policy Forum; the forum was scheduled to take place on April 7, 2020 but has been postponed. The Housing Policy Forum will be an opportunity to consider the early policy considerations set out in the Discussion Paper, and allow for broader consultation with member jurisdictions and key housing stakeholders.

Staff will be using the *Metro 2040* Housing Policy Review Discussion Paper and input obtained during the Housing Policy Forum to develop policy options for Regional Planning Committee members to consider in Phase 3 of the process.

ALTERNATIVES

This is an information report. No alternatives are presented.

FINANCIAL IMPLICATIONS

The *Metro 2040* Housing Policy Review Discussion Paper was funded through the Board approved 2020 Regional Planning budget. \$10,000 was allocated for consultant support for this project in the Regional Planning budget for *Metro 2050* related work.

CONCLUSION

To support the development of *Metro 2050*, staff are reviewing the existing policies of *Metro 2040* to identify opportunities to enhance the goals, strategies, and policy actions it contains. The key considerations from the *Metro 2040* Housing Policy Review Discussion Paper, the completion of which is a key milestone in Phase 1 of the Policy Review, are summarized in this report. At their respective February 20 and February 21, 2020 meetings, the RPAC Housing Subcommittee and RPAC

received a draft version of the Discussion Paper and a presentation from the consultant, and provided feedback which has now been incorporated into the final version of the Paper. The next step in the *Metro 2040* Housing Policy Review will involve a Housing Policy Forum. Staff anticipate reporting back to the Regional Planning Committee with a summary of the Housing Policy Forum results and preliminary policy options in the summer 2020.

Attachment

Report titled “*Metro 2040* Housing Policy Review – Discussion Paper”, dated March, 2020

Reference

[Metro 2040 Housing Policy Review – Scope of Work](#)

37736841

Metro 2040 Housing Policy Review **DISCUSSION PAPER**

Prepared by:
Margaret Eberle, Eberle Planning and Research

***Metro 2040* Housing Policy Review: Discussion Paper**
March 2020



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1.0 INTRODUCTION

1.1. Purpose

This Discussion Paper is part of the *Metro 2040* Housing Policy Review that Metro Vancouver is undertaking in preparation for the development of *Metro 2050*, the update to the regional growth strategy. The purpose of the Housing Policy Review is to determine to what extent the housing-related goals, strategies, and policy actions in *Metro Vancouver 2040: Shaping Our Future (Metro 2040)*, the regional growth strategy, should be adjusted to better support current practices and changes in the housing market and policy landscape, as well as emerging regional aspirations related to the promotion of diverse and affordable housing choices.

Questions considered include:

- How could *Metro 2040* be improved?
- What is missing?
- What is unclear?
- What is unnecessary / could be removed?

As a result of the changing housing market and policy landscape, new policy directions need to be explored by the *Metro 2040* Housing Policy Review. However, despite the extent of the need, given that Metro Vancouver does not have a direct authority to affect regional housing policy, the *Metro 2040* Housing Policy Review will need to carefully examine the supportive role of the regional growth strategy in directing housing-related action for its member jurisdictions.

1.2. Method

This Discussion Paper relies on a review of relevant documentation, including Metro Vancouver's policies, plans and research, three peer regional district regional growth strategies, and an understanding of the shifts in the regional housing market and federal and provincial housing policy landscape. The consultant has met with regional housing staff and the chair of Metro Vancouver Regional Planning Advisory Committee (RPAC) Housing Subcommittee to begin exploration of what has worked well and where there are opportunities for improvement in Strategy 4.1 (and related sections) of *Metro 2040*. The consultant also presented a Draft Discussion Paper to RPAC and the RPAC Housing Subcommittee in February 2020 for initial comment, and that feedback is incorporated here.

1.3. Regional Housing Mandate

The provision and maintenance of a diverse and varied housing stock is critical to the quality of life and livability of the region. The provision of housing in each member jurisdiction must meet the projected and planned needs of future populations and work in alignment with the growth framework set out in *Metro 2040*. There are multiple ways by which Metro Vancouver supports and works toward this shared regional housing mandate.

Metro Vancouver's Regional Planning Services Division is responsible for developing, implementing and stewarding *Metro 2040*. The Division provides data and research and convenes stakeholders on issues of common interest regarding growth management, land use and transportation.

With regards to housing, Regional Planning collaborates with member jurisdictions to develop and disseminate data and research on housing, in particular regarding the integration of land use and transportation in the region, and develops implementation guidelines based on this research. Regional Planning convenes housing planners from across the region through the RPAC Housing Subcommittee and works closely with and convenes housing providers, developers, not-for-profits, and others through project-specific work.

Through the Metro Vancouver Housing Corporation (MVHC), Metro Vancouver also provides housing for close to 10,000 people on 49 sites. In addition, Metro Vancouver has a Metro Vancouver Housing Planning & Policy group responsible for strategic planning and policy for MVHC and exploring partnerships with public, private, and non-profit sectors to develop more housing across the region. This group also coordinates the development, implementation and monitoring of the *Regional Affordable Housing Strategy* (RAHS), *Metro Vancouver Housing 10-Year Plan*, and other regional housing policy initiatives.

2.0 CONTEXT

2.1. Regional Housing Market

The housing market has changed significantly since *Metro 2040* was adopted in 2011. Metro Vancouver has shifted from a region with relatively high housing prices and an ongoing shortage of low-income rentals, to a region under extreme housing pressure for both ownership and rental tenure, and a host of new housing issues from which it has arguably not yet emerged. Along with these developments has come heightened public concern over the impacts of the housing crisis on the region's social and economic well-being.

As a result, *Metro 2050* must respond to the following issues:

- **A growing and changing population.** The region is expected to continue to grow by over 35,000 residents per year. The majority of this growth is being driven by immigration which is also driving demand for larger family housing (3+ bedrooms) as many immigrant households tend to be larger in size.¹ However, there is also a demand for smaller and more accessible homes to support an aging population.
- **Housing supply is not keeping up with demand.** Given this growth, and the influence of housing supply on price, many are concerned that there is not enough new housing supply being built, and quickly enough, to meet annual demand, including the backlog of demand from previous years.
- **A widening gap between incomes and housing prices.** Over the past 20 years, the ratio of home prices to income has increased dramatically. Before the year 2000, the sale price of a two-storey detached home was around 3.2 times the median annual household income; by 2015, the cost of

¹ Metro Vancouver (2016). Census Bulletin, Occupied Dwellings and Household Size.

an average home was more than 19 times higher than income.² These prices are not supported by local median incomes, which are among the lowest in a major Canadian city. With high prices preventing many people from homeownership, the pressure on the rental market has grown. There is also a small, but growing interest in facilitating affordable homeownership to address this issue.

- **Financialization of the housing market**, whereby global capital has been invested in housing as a commodity, as security for financial instruments that are traded on global markets, and as a means of accumulating wealth.³ Activity like speculation or flipping, foreign ownership, empty homes, short-term rentals, and expansion of the Real Estate Investment Trust sector, among others, are evidence of this. This has resulted in rising prices for both ownership and rental housing. Metro Vancouver is not alone in this phenomenon; this trend is evident throughout major world cities.
- **A lack of “missing middle” housing forms and prices.** For a variety of reasons, including zoned capacity and land economics, residential development has favoured single-detached homes and multi-family housing in high density forms, with very little ground oriented multi-family housing like duplexes, triplexes, and townhouses, termed the “missing middle”. There is a mismatch between the type of housing needed (i.e. housing suitable for families at a reasonable price) in favour of small investor-owned one-bedroom condominiums.
- **An increased demand for rental housing**, as young households are unable to afford high home prices or must postpone homeownership. New households in the Metro Vancouver region are increasingly renting rather than owning, further driving the demand for rental housing. This will likely only continue as the region draws new employers and jobs, particularly in the high-tech industry.
- **A shortage of rental housing.** Over the past 10 years, the rental vacancy rate in Metro Vancouver has remained very low at an average of 1.3%, making it difficult to find suitable and affordable rental housing.⁴ To meet the region’s forecasted population growth, an estimated 5,400 new rental units are needed every year, with over 80% of these for very low to moderate income households.⁵ New purpose-built rental housing is generally not economically viable without some form of incentive. While the supply of rental housing has grown in recent years to help meet this demand, it has not kept pace over time, leaving a backlog of housing need. This is compounded by the loss of older rental units that are redeveloped as condominiums.
- **The majority of renter households are lower income.** Nearly 60% of all rental households in Metro Vancouver have very low (<\$35,000/year) or low incomes (<\$60,000/year),⁶ making it difficult to find housing that is affordable for them. Close to one-third of all renter households pay more than 30% of their gross income on housing, while over 12% pay more than half of their income.⁷ When other costs such as transportation, child care, or health care are taken into account, there is little left over for other basic needs, let alone savings.

² Canadian Centre for Policy Alternatives (2016). Getting Serious About Affordable Housing: Towards a Plan for Metro Vancouver.

³ United Nations. Jan 18, 2017.

⁴ 10-year average for purpose built rental housing in Metro Vancouver from 2007 – 2018 is 1.3% (CMHC Rental Market Reports). A residential vacancy rate of 2 – 3% is generally considered a balanced market.

⁵ Metro Vancouver *Metro 2040*. Metro Vancouver 10 Year Housing Demand Estimates (2016 – 2026)

⁶ Statistics Canada. Census 2016

⁷ Canada Mortgage and Housing Corporation (based on 2016 data).

- **New purpose-built rental housing is expensive compared to existing rental housing.** Market conditions and municipal incentives have helped support the creation of new market rental housing for the first time in 30 years. However, due to high land and construction costs, market rents are high relative to the existing rental stock.
- **Pressure on tenants,** ranging from rising rents, poor quality housing, renovations and demovictions, and an overall lack of choice in the rental market. This is related to very low rental vacancy rates, an aging stock, and overall shortage of rental housing.
- **Aging housing stock in the private, non-market and cooperative sectors.** The desire to preserve the affordability of existing housing comes with a growing need to retrofit and upgrade housing to meet modern safety, seismic and energy codes.
- **The unintended consequence of new transit investments,** particularly rapid transit investments, are raising property prices in station areas, creating challenges in co-locating rental and affordable rental housing in good transit locations. This has led to the need to look further afield for affordable housing development sites, in shoulder areas or along frequent bus routes, for example. Land value capture mechanisms are an option, and these can either assist with creating new affordable housing or compete with affordability objectives. The new rental tenure zoning tool can also be used to moderate property price increases.
- **A growing unmet need for social housing,** especially for seniors and families. Waitlists for social housing in BC have almost doubled in the past 10 years and the Metro Vancouver region represents two-thirds of the provincial need with over 12,000 applicants.⁹
- **Ongoing homelessness in the region.** Efforts to reduce or eliminate homelessness have not been successful, and homelessness continues to grow. The 2017 regional homeless count found 3,605 homeless individuals, a 30% increase since the previous count in 2014. Figures for 2020 have not yet been released.⁸
- **Heightened public concern.** For all of these reasons, housing remains atop the list of priorities in Metro Vancouver, chosen by 65% of respondents in a 2018 survey conducted by the Angus Reid Institute.⁹ This represents a 10-point jump from the comparable 2015 study of housing and transportation in the region.¹⁰ The proportion of those saying that housing is the top issue reached 82% among Metro Vancouver renters in 2018 and is a majority among owners as well (56%). The survey classifies respondents into four groups: “Happy, Comfortable, Uncomfortable and Miserable.” Using the same methodology, the 2018 survey shows that the composition of these groups has changed for the worse. The size of the two middle groups, the “Comfortable” and the “Uncomfortable” has not changed significantly, while the number of “Happy” residents has decreased, and the “Miserable” group has grown in size. Notably the “Miserable” group is dominated by young renters.

2.2. Provincial and Federal Housing Plans and Policies

Below-market housing requires subsidies in order to be able to offer rents at below market rates that are affordable to low- or even middle-income households. In a high cost housing market like Metro Vancouver, the level of subsidy required is significant. Only the federal and provincial governments have

⁸ 2017 Homeless Count in Metro Vancouver.

⁹ Angus Reid Institute, August 2018.

¹⁰ [Angus Reid Institute, 2015.](#)

the tax base to do this on a meaningful scale. In the past, the federal and provincial government supported the development of new below-market housing through programs that provided ongoing subsidies to non-profit operators to cover the difference between tenant (below-market) rents and market rents, usually for the period of the mortgage.

Much has changed since *Metro 2040* was adopted in 2011, and even since 2016 when RAHS was adopted. Throughout this period, both the federal and provincial government were largely absent from this portfolio. Little new non-market housing had been built with the exception of some supportive housing for the homeless. Municipalities tried to fill the gap, adopting rental incentive programs and inclusionary housing policies, moving the dial somewhat on new market rental, but producing little new affordable housing supply.

Today both senior levels of government are demonstrating a renewed commitment to housing affordability. In 2017, the federal government introduced the *National Housing (NHS)* and in 2018, the provincial government released *Homes for BC: A 30-Point Plan for Housing Affordability in British Columbia*. These plans, along with related programs and budgetary commitments, have directed much needed attention to affordable housing needs, in particular by providing funding for new non-market housing. This section provides an overview of the key federal and provincial policies, programs, budgetary and legislative changes since 2011, with a focus on the type and scale of intervention, and the likely regional implications of these changes.

Key federal policies and programs:

- The NHS vision for housing in Canada is that “Canadians have housing that meets their needs and that they can afford.”
- The NHS incorporates the concept of a “right to housing” in policy language for the first time, although the right to housing is not actionable at the individual level.
- The NHS provides new funding for housing affordability programs over its ten-year term from 2018-19 to 2027-28. Taking into account existing and subsequent commitments, Canada Mortgage and Housing Corporation (CMHC) plans to spend an average of \$2.8 billion/year on assisted housing programs.¹¹
- Federal spending notably consists of both grants and loans. Programs fall into two categories - those funded and administered unilaterally by CMHC, and those requiring cost matching and administration by the province. Programs target the most vulnerable / low income Canadians through non-market rental housing, and an increased budget for homelessness. There is some financial support for market rental housing in the form of favourable financing terms.
- Other federal government initiatives have addressed broader housing market issues such as lack of data on key housing variables, declining homeownership affordability in large cities, and rising homeowner debt levels and tax evasion and criminal involvement in the housing market.

¹¹ This represents a \$0.4 billion/year (15%) increase in nominal spending over the 10-year historical average. Employment and Social Development Canada (ESDC) plans to spend \$225 million/year on homelessness programs, which represents a \$86 million/year (62%) increase in nominal spending over the five-year historical average. Parliamentary Budget Office *Federal Program Spending on Housing Affordability*, June 2019.

Key Provincial housing policies and programs:

- Provincial non-market housing supply programs (cost shared with the federal government) are being funded through Building BC investments, namely the Community Housing Fund (\$1.9B over 10 years to develop 14,350 units of mixed income, affordable rental housing for independent families and seniors) and other funds dedicated to key priority groups such as the Indigenous Housing Fund, Supportive Housing Fund and the Women's Transition Housing Fund.
- The Province has introduced the Housing HUB, a one-stop source for provincial support for partnerships to create housing affordable to middle-income households earning between \$50,000 and \$100,000 per year (both rental and affordable homeownership).
- The *Homes for BC* plan has placed significant emphasis on managing housing demand to mitigate some of the worst excesses of the market conditions experienced from 2015 to 2017 namely speculation, empty homes, foreign ownership, and proliferation of short term rentals. Some of the new provincial initiatives have included a provincial empty homes/speculation tax, disclosure of beneficial ownership of lands in B.C (in progress), increased allowable fines for prohibited short-term rentals in strata corporations and additional Property Purchase Tax for foreign nationals.
- The Ministry of Social Development and Poverty Reduction has developed a *Homelessness Action Plan* to reduce the homeless population through permanent housing and services, with a province-wide homeless count as one of the first key actions.

With the exception of the provincial Rapid Response to Homelessness temporary modular housing initiative, federal and provincial supply programs have been hampered by slow roll out, not unexpected given the long time horizon to build new housing and the lack of excess capacity in the housing industry.

Today's policy and program context differs from the past in some important ways:

- Financial support for non-profit housing now usually consists of an up-front capital grant per door to reduce operating costs so that non-profits can balance their revenues and expenses, layered with favourable financing terms.
- The level of affordability targeted is rising to include middle-income households and market renters and both the federal and provincial government offer support in the form of low-cost financing, in an attempt to make dollars stretch farther.
- Programs expect municipalities to participate in partnerships to create non-market housing by providing leased or freehold land at low or no cost, fee waivers, density increases, expedited processing or other incentives.
- In BC, there has been growing emphasis on shelter allowances to assist low-income renters, rather than increasing the supply of new affordable housing. For example, the new federal Canada Housing Benefit program, which will happen in partnership with the provinces and territories, is slated for introduction in 2021, and will provide subsidies to renters in the private rental market. Unfortunately, this is less effective in markets with very low vacancy rates such as Metro Vancouver.

There are four takeaways from this review of policies and programs that should be considered in *Metro 2050*:

1. Municipalities are expected to do more than ever before to address affordable housing needs which affects staff workloads and municipal resources. Federal and provincial government funding programs for new affordable supply typically expect to see sites provided at low or no cost (often public sites), along with municipal incentives like density bonusing, parking reductions, and speedy approvals. These arrangements, whether utilizing municipal or other public land, involve partnership arrangements with non-profits and other partners and are implemented by means of complex operating agreements and/ or Housing Agreements involving significant staff time. Municipal staff are also increasingly involved in direct tenant relations when redevelopment or renoviction results in tenant displacement. The new provincial requirement for Housing Needs Reports places further expectations on local government, however, at least it is resourced with grant funding. The question is: does this changing role for member municipalities have implications for Metro Vancouver and if so, what can Metro Vancouver do to support municipalities?
2. There is increasing reliance on shelter allowances federally and provincially (a demand-side measure), meaning that market rental supply will need to continue to expand to enable shelter allowances to assist households in the private market.
3. Funding commitments may not be sufficient to make a significant difference for municipalities to reach their housing goals for very low- and low-income households. According to the federal Parliamentary Budget Office Federal Program Spending on Housing Affordability, June 2019, while the additional NHS funding will help, the federal government's overall annual spending on housing is similar in level to past years.

...It is not clear that the National Housing Strategy will reduce the prevalence of housing need relative to 2017 levels. Overall, Canada's National Housing Strategy largely maintains current funding levels for current activities and slightly reduces targeted funding for households in core housing need. CMHC's assumptions regarding the impact of NHS outputs on housing need do not reflect the likely impact of those programs on the prevalence of housing need.¹²

4. *Metro 2050* must be relevant no matter what provincial or federal housing policies or programs prevail. Current federal and/or provincial funding could be withdrawn due to a change in government at any time. If that were to occur, the context would shift significantly, and we could expect to see limited non-market development, increased pressure on municipalities to do more, growing expectations placed on the private sector, and ultimately, growing unmet housing need.

There have also been a number of changes to provincial legislation and regulations that will have implications for housing at the local level such as:

- The *BC Building Code* was updated to permit mid-rise (>6-storey) wood frame buildings.
 - This has positive implications for affordability, as wood-frame construction is generally less expensive to build and creates more opportunities for affordability by design.

¹² P. 1. Executive Summary.

- The *Residential Tenancy Act* was updated to strengthen protection for renters and increase compensation for tenants facing relocation due to renovations or demolitions (including reduction of the maximum annual allowable rent increase to inflation and closing the fixed-term lease loophole).
 - This remains a significant issue that many municipalities are confronting. Much staff time has been dedicated to this challenging issue both in developing tenant displacement policies and working with affected tenants.
- Updates to the *Local Government Act* and *Vancouver Charter* were made to grant local governments the authority to apply Residential Rental Tenure Zoning and requiring that local governments prepare Housing Needs Reports every five years.
 - Municipalities are slowly coming to grips with the new rental zoning tool. The opportunity for rental zoning to protect existing rental stock and facilitate new rental supply is significant, but not without implications and municipalities are proceeding slowly.
 - The Housing Needs Report requirement is supported by a provincial funding stream managed through the Union of BC Municipalities.

Regional housing-related initiatives (Metro Vancouver and TransLink) are described in Appendix A.

2.3. Housing in Peer Regional Plans

This review briefly considered three regional plans of peer jurisdictions including: (1) Capital Regional District, (2) Squamish Lillooet Regional District, and (3) Puget Sound Regional Council. Two were adopted relatively recently, and the *Puget Sound Regional Council Plan* remains a draft (most recent draft published December 2019). The size and nature of these regions is not directly comparable to Metro Vancouver; however, the review reveals some similarities and differences worth considering. Each plan was reviewed based on its structure, housing goal, definitions, presence of a separate housing plan, presence of housing demand estimates or targets and other elements. Table 1 provides an overview of peer regional plans and *Metro 2040* for comparison sake.

Table 1: Comparison of Peer Regional Growth Strategies

	Capital Regional District (2018)	Puget Sound Regional Council (2019) <i>Vision 2050 (Draft)</i>	Squamish Lillooet Regional District (2019)	Metro Vancouver <i>Metro 2040 (2011)</i>
Standalone Housing Goal	No Housing and community combined	Yes	Yes	No Incorporated in Goal 4: “Develop Complete Communities”
Goal Text	“Improve housing affordability”	“The region preserves, improves, and expands its housing stock to provide a range of affordable, accessible, healthy, and safe housing choices to every resident. The region continues to promote fair and equal access to housing for all people”	“Generate a range of quality affordable housing”	Strategy 4.1: “Provide diverse and affordable housing choices”

	Capital Regional District (2018)	Puget Sound Regional Council (2019) <i>Vision 2050 (Draft)</i>	Squamish Lillooet Regional District (2019)	Metro Vancouver <i>Metro 2040 (2011)</i>
Separate Housing Plan/ Strategy?	Yes	Planned/underway	Housing Needs Report in progress	Yes
Definition of Affordable Housing	In glossary	Yes	Yes	No
Housing Demand Estimates (HDEs) / Targets	HDEs with no tenure or income breakdown. Targets in appendix, for performance monitoring.	Population and employment estimates/growth shares Figure 6, page 30. No HDEs/targets, rather member jurisdiction role.	Basic HDEs. Distinction made between total dwelling units and occupied dwelling units. No tenure or income breakdown. No reference in housing section.	HDEs by tenure and household income Guidelines not targets. In appendix. Being updated.
Performance Measures/ Indicators	Not in RGS. Regional Growth Strategy Indicator Report 2019. 4 housing indicators: core housing need, average rent, vacancy rate by rent quartiles, and number of subsidized housing units that have a financial relationship with BC Housing	Don't see this. Perhaps left up to member jurisdictions	Yes, Table 8 in Appendix A lists 2 indicators for this goal – affordability and diversity	2 Performance Measures: H+T and rental housing demand and supply. Reported in Metro Vancouver Online Dashboard
New directions/ Best practices	None	Equity generally. e.g. TOD, displacement, distribution of housing to avoid/address discrimination, missing middle housing, meet housing needs for all income levels specifically	Short term rental housing, land banking for community housing, workforce housing, distinction between occupied private dwellings and vacant dwellings. 9 strategic directions.... Including one that is quite directive i.e. muni agree to... inclusionary zoning requirements with aggressive targets p. 29.	HDEs by tenure and household income
Implementation Tools	Regional Context Statements	12 Multicounty Planning (Housing) Policies (MPPs). The MPPs in VISION 2040 address common objectives and priorities for housing in the region, best practices, and areas for coordination	Regional Context Statement	Regional Context Statements, Housing Action Plans

3.0 WHERE ARE WE NOW?

This section reviews and analyzes relevant Metro Vancouver plans and policies including the *Board Strategic Plan 2019-2022*, *Metro 2040*, *Regional Affordable Housing Strategy*, *Metro Vancouver Housing 10-Year Plan*, and recent and relevant policy research. The review of each policy or set of documents concludes with some ideas for staff and member jurisdictions to consider.

3.1. Board Strategic Plan 2019-2022

The *Board Strategic Plan 2019 to 2022* provides broad direction to the Metro Vancouver Regional District Board of Directors and ancillary bodies such as the Greater Vancouver Sewerage and Drainage District (GVS&DD) and Metro Vancouver Housing Corporation (MVHC). It identifies the Board's key priorities for its four-year mandate.

The relevant Board Regional Planning goal for housing is:

2. Ensure complete and livable communities

Specifically;

2.1 Work with members and TransLink to increase transit-oriented development and for the provision of a mix of housing types and tenures within those corridors. Encourage and protect affordable housing, specifically rentals, in transit-oriented locations.

This goal statement is similar but stronger than the text contained in Section 4.1.7 a) iii) of *Metro 2040* and is therefore an area that could be strengthened in *Metro 2050* to align with the Board goal. The goals within RAHS (Goals 2 and 4) are much more closely aligned with the above statement.

The relevant Board Housing Services goal is:

1. Develop an affordable housing plan

This refers to the *Metro Vancouver 10-Year Housing Plan* released in November 2019 to guide the work of MVHC.

3. Fostering collaboration and engagement.

This goal refers to Metro Vancouver's role as a convenor to bring government, business, community, academic experts, and others together to share ideas on affordable housing. It also references ongoing work with tenant communities, provincial and federal governments, and the private sector to advance affordable, sustainable, and livable housing within the region.

Consider

Ensuring that at a minimum, *Metro 2050* is consistent with and reflects the Board's specific housing planning goals above.

3.2. Metro 2040 (2011)

Metro 2040 is the region's growth management and land use plan, setting land use policies to guide the future growth of the region and support the efficient use of transportation, other infrastructure and community services. This section reviews **Goal 4: Develop Complete Communities** in depth, including the relevant performance measures and monitoring reports, and Table A2, Housing Demand Estimates. A much more limited review of **Goal 1 Create a Compact Urban Area** and **Goal 5: Support Sustainable Transportation Choices** is included.

Structure

Metro 2040 has five broad goals. Goal 1 and Goal 5 are relevant for housing policy, but the main way that housing is contained in *Metro 2040* is through Goal 4 as a strategy.

In the introductory section of *Metro 2040*, a statement equates higher density development with greater affordability.¹³ This is a necessary condition but not sufficient for housing affordability. Consideration should be given to alternative wording.

Consider

Finding alternative wording to describe the relationship of higher density and affordability.

Goal 1: Create a Compact Urban Area

Metro 2040 is generally agnostic about residential tenure in Urban Centres and Frequent Transit Development Areas (FTDAs). It does however describe affordable housing as a land use characteristic of Regional Centres, Town Centres and FTDAs in Table 3 Guidelines (*Metro 2040*, pg. 19).

Consider

Strengthening the rental tenure aspect of these centres in *Metro 2050*, to include **rental and affordable rental**, as both are desirable from a transit and affordability perspective, especially given the new residential rental tenure zoning tool.

Incorporating the idea that these housing types are suitable for station shoulder areas and/or other parts of the Frequent Transit Network.

Goal 4: Develop Complete Communities

Housing policies are focused within **Goal 4: Develop Complete Communities**. Specifically;

Strategy 4.1. Provide diverse and affordable housing choices

¹³ Pg. 5, *Metro 2040*.

The contextual language on page 45 of *Metro 2040*, introducing Goal 4 could be amended to include a clear statement on the growing municipal role in ensuring a local housing supply that is suitable for a range of households, including affordable, rental and special needs housing. It could also clearly outline the limits of the municipal role and the need for funding from provincial and federal governments to create sufficient affordable housing to meet needs across the region.

Furthermore, housing diversity and affordability is embedded as a strategy within Goal 4, and there is no standalone housing goal as befitting the region's top public issue as described above.

Alternatively, and given the current emphasis on integrating transportation and land use to achieve combined housing and transportation access, *Metro 2050* could embody a new goal related to the role of both housing and transportation affordability (and other household costs) in ensuring an affordable and diverse region.

In addition, the language of Strategy 4.1 is weak from an equity perspective. It could be strengthened by adding "...for all" or "across the income spectrum" or similar language. It could also be broadened to include the concept of secure housing to reflect growing concerns around lack of security of tenure and tenant displacement.

Goal 4 – Framework

The *Metro 2040* housing policy framework is summarized in Table 2 below and is consistent with Metro Vancouver's Regional Planning role as described in the *Local Government Act* (LGA).

Table 2: Metro 2040 Goal 4 Housing Policy Framework

What is the regional land use goal?	Goal 4: Develop Complete Communities
What strategy will Metro Vancouver use?	Strategy 4.1 Provide diverse and affordable housing choices
What is Metro Vancouver's role?	<ul style="list-style-type: none"> • Implement Regional Affordable Housing Strategy • Assist members with Housing Action Plans/Housing Data/Housing Demand Estimates • Monitor • Advocate • Support MVHC • Review / Accept Regional Context Statements
What does Metro Vancouver require from municipalities?	Regional Context Statement that aligns with or works toward Housing Demand Estimates
How will municipalities do this?	Section 4.1.7 describes a mix of outcomes and policies to achieve Regional Context Statements
What does Metro Vancouver expect from municipalities?	Prepare and implement a Housing Action Plan (HAP) as described in Section 4.1.8

Or, stated another way:

Metro Vancouver role

- Implement the *Regional Affordable Housing Strategy* (RAHS);
- Assist municipalities by providing demographics, Housing Demand Estimates (HDE);
- Monitor Housing Actions Plan's (HAP) achievement of Housing Demand Estimates (HDE);
- Advocate to provincial and federal government;
- Support Metro Vancouver Housing Corporation (MVHC); and,
- Accept Regional Context Statements (RCS) that achieve strategy and meet or work towards consistency with the regional growth strategy and Housing Demand Estimates (HDE).

Municipal role

- Adopt RCSs that meet or work towards HDEs;
- Prepare and implement Housing Action Plans; and,
- Select from a menu of policy approaches/tools to achieve outcomes.

Strategy 4.1.7: Adopt Regional Context Statements

This is an important element of Strategy 4.1, as it specifies that municipalities must adopt an RCS, the key implementation tool of the regional growth strategy in the LGA, and which should:

...include policies or strategies that indicate how municipalities will work towards meeting the estimated future demand as set out in Appendix Table A4.

RCSs describe how local aspirations, as expressed in the Official Community Plan, support and align with *Metro 2040's* goals and policies. *Metro 2040* thus uses language that virtually suggests the HDEs are targets, but very carefully in notes to the Appendix and elsewhere (Section 6.13 Tables, Figures and Performance Measures) that the HDEs are guidelines only. In fact, there is nothing in *Metro 2040*, nor in the guiding legislation in the *LGA*, which would provide Metro Vancouver with recourse if municipalities were not living up to their RCS commitments.

Section 4.1.7 a) i) to iv) then goes on to list outcomes or “work towards” statements which should be attained, mixed with approaches and policy tools which could be used to achieve those outcomes.

Strategy 4.1.8: Prepare and implement Housing Action Plans

This strategy describes the elements of a HAP being a) a form of needs assessment, b) identification of priorities and c) implementation measures, as well as the type of goals or objectives they should seek to address d), e), and f). HAPs are not a tool enabled through the *LGA*, rather they have been a mutually agreed upon addition during the *Metro 2040* planning process.

Consider

What is Working

The link between RCSs and the HDEs that is contained in Section 4.1.7, although vague and unenforceable, is a strength of *Metro 2040*.

Metro Vancouver and member jurisdictions are complying with the two most significant implementation items required/expected by *Metro 2040* - RCSs and HAPs. RCSs have been accepted from all member municipalities, and 13 municipalities have adopted HAPs. Three HAPs are pending, and some are outdated, having been adopted in the late 2000s.

There is new provincial legislation mandating the preparation of Housing Needs Reports for municipalities. A form of housing needs assessment is presently included in the HAP description (4.1.8 a), and establishing housing needs before developing a plan is generally good planning practice.

Table 3 summarizes the areas in Goal 4 where *Metro 2040* could be improved with some ideas to consider in the development of *Metro 2050*.

Table 3: What Could Be Improved and What to Consider

What Could Be Improved	What to Consider
Housing affordability and diversity in <i>Metro 2040</i> (as a strategy within Goal 4) is not given the priority it deserves as a standalone housing goal, in line with the scale of the issue and public opinion.	<p>Housing (supply, diversity, affordability and security) could be a standalone goal within <i>Metro 2050</i> reflecting housing's importance in current public discourse. Two of three peer regional plans have a standalone housing goal. However, Metro Vancouver has a limited mandate in the housing policy area, and overemphasizing housing may raise expectations beyond what Metro Vancouver and its member municipalities are able to achieve. A standalone goal could be accompanied by a clear statement of the limits regional and municipal jurisdiction, scope and financial capacity and the corresponding provincial and federal government role in funding affordable housing.¹⁴</p> <p>Another approach would be to reflect the regional emphasis on housing and transportation by having a goal focused on housing and transportation affordability (and perhaps other major household costs like child care). Again it would need to be accompanied by language clearly bounding the local and regional roles, and the roles of provincial and federal governments in providing funding.</p>
There is no affordable housing or housing affordability definition in the main body or appendix of <i>Metro 2040</i> .	Both RAHS and the <i>Metro Vancouver Housing 10-Year Plan</i> have definitions of affordable housing, as do all peer regional growth strategies. Adding a definition (or definitions) would strengthen and clarify the policy language.

¹⁴ A standalone housing goal was considered for *Metro 2040* but ultimately abandoned in order to create a new goal focused on the two social objectives (complete communities).

What Could Be Improved	What to Consider
There is little equity-specific language in Goal 4, although equity underlies Strategy 4.1 (diversity and affordability) and some of the outcomes, in particular, “meeting estimated future housing demand” and “increasing the supply of affordable rental units.”	<p>If the equity lens is to be strengthened in <i>Metro 2050</i>, language such as “for all” could be added to selected goals or strategies, the word equity could be used in contextual language, and/or reference could be made to the housing needs of specific equity groups, including Indigenous peoples.</p> <p>The equity lens could be strengthened by stating that <i>Metro 2050</i> housing policies aim for regional distribution of housing types / tenures / affordability levels in all municipalities (according to need, with some variation to account for local differences), on a fair share basis. This is implied through the HDEs. However, fair share language could be seen as too directive by member jurisdictions.</p>
The <i>Metro 2040</i> description of Metro Vancouver roles in Section 4.1.2. does not adequately reflect Metro Vancouver’s key policy research and planning function with respect to housing. It arguably outstrips all other Metro Vancouver planning roles, except RCS acceptance and convening member jurisdictions, in terms of importance. Even many of the RAHS actions are research / best practice / data oriented. Convening member municipalities around housing policy through the RPAC and RPAC Housing Subcommittee is another important Metro role in practice that is not explicitly identified in <i>Metro 2040</i> .	Clarify the regional role vis a vis housing policy and add language specifically describing the region’s role in research, best practices, data collection/analysis and convening.
Metro Vancouver’s policy research role is key, and it is important that this is translated into policy at the local level.	Expecting that learnings from regional policy research such as the <i>2018 Regional Parking Study</i> , <i>Housing and Transportation Cost Burden Study</i> (H+T), and <i>Transit-Oriented Affordable Housing Study</i> (TOAH) be incorporated in HAPs and RCSs.
The policy review noted heightened public expectations for municipalities to address the affordable housing crisis, leading some municipalities to expand staff and resources devoted to housing. What does this mean for Metro Vancouver’s role in housing policy and its contribution to alleviating the affordable housing crisis?	Expanding the regional planning role or regional coordination role for housing could be a response to the growing municipal role in housing policy and housing delivery. The region has expanded its housing function in the past several years, with a renewed mandate and plan for MVHC to grow and renew its housing supply, a regional tax to support MVHC non-market housing development on member and regional lands, and expanding the staff complement in Housing Services. Member municipalities would have to agree to a change in the regional role that goes beyond the LGA. Another option would be for Metro Vancouver to step up its supportive role of member municipalities, which arguably it has been doing in the past few years.
The Province does not require Housing Needs Reports for regional districts (except for Electoral Areas with populations over a certain size), but since municipalities are required to complete them, what is the role for Metro Vancouver?	Metro Vancouver is assisting municipalities with data in development of their Housing Needs Reports and in aggregating aspects of municipal HNRs on a regional basis (both are either underway or planned). This would ideally occur before any update to RAHS, if undertaken, and be used to inform any update or replacement of RAHS.

What Could Be Improved	What to Consider
Implementing RAHS 2016 is another key role of Metro Vancouver. However, the current RAHS is becoming outdated and will definitely be outdated by the time <i>Metro 2050</i> is adopted. Furthermore, the adoption of the <i>Metro Vancouver Housing 10-Year Plan</i> (2019) has superseded that aspect of RAHS.	Adding language in <i>Metro 2050</i> stating that Metro Vancouver may update RAHS, as conditions warrant, or explore the creation of a new regional housing strategy at a later date. Most peer regional growth strategies reviewed have or envision an ancillary housing plan to guide regional action on housing.
An important consideration is how <i>Metro 2050</i> can reflect or support the new <i>Metro Vancouver Housing 10-Year Plan</i> .	Referencing the new <i>Metro Vancouver Housing 10-Year Plan</i> , particularly Goal 4: “Develop partnerships as a means to expand affordable rental housing across the region.” It could indicate a role for member jurisdictions to support/pursue/explore these types of actions.
There is no direct linkage between Regional Context Statements and Housing Action Plans in <i>Metro 2040</i> language. Presumably RCSs would reflect the local HAP, if there is one.	This is likely because some municipalities will have only an RCS. It is not necessary that an RCS reflect the HAP, only that the RCS reflects how local plans are consistent, or will be made consistent over time, with <i>Metro 2050</i> ’s goals, strategies and actions.
Municipalities have generally been complying with the <i>Metro 2040</i> HAP expectation; the issue now is keeping HAPs current and up to date.	Could add language to state expectation that municipal members are to keep their HAP up to date, and that they reflect the municipal Housing Needs Report, perhaps on a similar 5-year cycle. It is important to note that some municipalities have elected to focus on implementing policies to achieve their housing goals rather than updating their HAP. Regular updating of HAPs will have financial and staffing implications for municipalities, as these are not funded by the provincial government.
The descriptions of RCS and HAP content overlap to some degree, as they should, but it is confusing and repetitive.	May want to consider revising descriptions for clarity.
The language of “work towards” in 4.1.7 a), while reasonable and consistent with Metro Vancouver’s mandate, ensures there is no municipal accountability for achieving the goals or outcomes of Strategy 4.1 or specifically meeting HDEs.	This is inevitable given the region’s supportive housing policy mandate. Improved performance measures reported by municipalities could better illuminate the situation. This could include an inventory of affordable housing by municipality or on a per capita basis. See Performance Measures section.
Characterization of RCS desired content in 4.1.7 i) to iv) is somewhat confusing, as it is a mix of outcomes or goals and tools or approaches to achieve outcomes.	Categorize or list desired outcomes in 4.1.7 and 4.1.8 in a more structured fashion. Consider omitting tools/approaches from RGS (see below).
Section 4.1 7 outcomes do not adequately reflect some current high priority regional housing issues and thinking including: right supply versus supply, lack of missing middle housing forms, continued homelessness, combined housing and transportation affordability, tenant insecurity/tenant displacement, and housing adequacy and suitability in the context of climate change/natural disasters.	Could better articulate desired outcomes in 4.1.7 and 4.1.8 by using the five RAHS goals, as these reflect most current housing issues of concern, with the exception of climate change. They have the advantage of having been endorsed by municipalities through RAHS. In addition, some municipal HAP’s goals and strategies reflect those of RAHS.
<i>Metro 2040</i> Section 4.1.7 outcomes are missing any direction around homelessness.	Adding a strategy or outcome referencing ending homelessness, as per RAHS, and consistent with the region’s intent to incorporate an equity perspective in <i>Metro 2050</i> . The challenge is how to define the regional role in addressing homelessness without overreaching Metro Vancouver’s

What Could Be Improved	What to Consider
	mandate. One approach would be to emphasize the role of housing outcomes in addressing homelessness.
<i>Metro 2040</i> is missing any reference to the climate impacts of housing and the relationship of energy costs and affordability. It also does not address potential mitigation measures for climate change and how these might affect affordability.	Consider incorporating a climate strategy or outcome for housing to reflect the contribution of housing to climate change, the importance of addressing climate change impacts today, adapting housing for changing climate, and the potential impact of natural hazards on housing. The potential impacts of mitigation and adaptation measures for affordability should also be considered. Finally, <i>Metro 2050</i> should align with the intent of <i>Climate 2050</i> and the Buildings roadmap.
The inclusion of specific policy tools that could be used to accomplish certain outcomes within Strategy 4.1.7 may be unnecessarily detailed and overreaching.	Consider avoiding specifying implementation tools for each outcome. Several tools can accomplish the same thing and/or available tools can change over time. <i>Metro 2050</i> could omit any reference to specific municipal implementation tools like reduced parking standards for apartments or infill housing policies and instead refer to an inventory of tools, best practices or implementation guidelines that reside outside <i>Metro 2050</i> that can be updated regularly as new research is undertaken. The drawback of this approach is that it could potentially weaken Metro Vancouver's ability to ask for something specific through an RCS... for example, "station plans, and area plans that include rental housing, affordable rental housing..."
It is unclear from <i>Metro 2040</i> on what basis regional approval of the RCS housing element for Strategy 4.1 is accomplished.	The RGS Implementation Guideline #1 could be strengthened to provide clarity on this question for the new <i>Metro 2050</i> .
Despite the successful practices with respect to implementation of <i>Metro 2040</i> , the <i>Metro 2040</i> performance monitoring dashboard (rightly) notes the region is not on track to achieve progress for Strategy 4.1.	Metro Vancouver and member municipalities should consider ways to better achieve progress toward performance measures and ongoing regional action for <i>Metro 2050</i> .
<i>Metro 2040</i> currently includes strategies identified as "actions requested of other governments and agencies".	Although Metro Vancouver can play an advocacy role with other levels of government and stakeholders around housing policy, it does not have the authority to "assign" actions to other governments and agencies through the regional growth strategy. These strategies should be reassigned as "advocacy actions" for Metro Vancouver.

Goal 5: Support Sustainable Transportation Choices

This goal's two strategies in *Metro 2040* focus on coordination of land use and transportation to:

5.1 ...encourage transit, multiple occupancy vehicles, cycling and walking

5.2 ...efficient movement of vehicles

There is no reference to a desire for a transit serving mix of housing types and tenures near transit, specifically rental and affordable rental housing, as stated in the *Board Strategic Plan 2019-2022* goal above.

There is no reference to the role of municipalities, Metro Vancouver Regional Planning and TransLink in ensuring a mix of housing types and tenures are located near transit, including rental and affordable rental housing.

Consider

Incorporating the directions outlined in the Metro Vancouver *Board Strategic Plan 2019-2022*. There are two ways of accomplishing this:

- a) Add Goal 5 strategy i.e. “5.3 Coordinate land use and transportation to ensure a mix of housing types and tenures, specifically rental and affordable rental housing, are located within transit nodes or along transit corridors” or use actual Board Strategic Plan language.
- b) Refer in Goal 5 to language in a new housing goal on this topic.

Adding actions for Metro Vancouver to advocate to TransLink:

- to require station plans and area plans to include rental housing, affordable rental housing, etc.
- to use TransLink surplus land for affordable housing, particularly rental housing or affordable rental housing.

Referencing TransLink’ Project Partnership Agreements, specifically the Supportive Policies Agreements as a tool for achieving rental and affordable rental housing near future transit investments.

Performance Monitoring

Section G of *Metro 2040* provides two performance measures for Goal 4, Strategy 4.1:

- a) Share of median household income spent on housing plus transportation costs, and
- b) Share of regional housing demand achieved in new supply.

The *Metro 2040* Performance Monitoring Dashboard is the online vehicle for reporting on the regional growth strategy’s performance measures. The current version shows four measures (Housing + Transportation Cost Burden, Housing Choice, Demand and Supply, Municipal Housing Actions), two of which are not performance measures, but rather context measures. The dashboard shows no data availability for the two performance measures. Furthermore, the Municipal Housing Actions measure quickly becomes out of date as municipalities adopt new measures and policies, as it is not a “live” dashboard.

Consider

Improving performance measures to ensure consistency with new regional goals/outcomes, frequency of reporting and data availability. Some specific suggestions include: zoned capacity for housing, using real time municipal data as opposed to Census data, and rental vacancy rates. Utilizing RAHS performance measures or selecting from among RAHS measures, most of which have data availability, is another option.

Housing Demand Estimates

One of the strengths of *Metro 2040* is the link to Housing Demand Estimates (HDE). It is an elegant, if slightly misleading approach, as described above, due to lack of clarity around whether the HDEs are targets versus a guide or best estimate. HDEs have been used to measure how effectively new regional housing supply is meeting demand. While this is a useful measure, it risks de-emphasizing the role of market economics and land costs in determining what gets built and when. Municipalities don't control the pace of development.

The current HDEs provide household estimates at a high level of detail, by tenure and income level by municipality. This level of detail was requested by municipal housing planning staff, is useful for local planning purposes, and implicitly incorporates an equity lens. That being said, the HDEs are out of date, and the planned update to the methodology is warranted.

It appears that the current HDEs consider only occupied dwellings, and do not account for second homes, vacant homes, short-term rentals, or student and non-permanent resident housing demand. Similarly, they do not address the limitations of how these missing variables affect the HDEs.

A related development, the regulation for Housing Needs Reports, specifies that Housing Needs Reports must include 5-year projections of housing demand by unit type. In meeting the Housing Needs Report requirement, municipalities may use housing demand estimates that diverge from the regional HDEs, rendering regional HDEs less relevant. Metro Vancouver is working with member jurisdictions to develop aspects of the Housing Needs Reports to ensure they are based on recent data and a consistent regional approach.

HDEs reside in the Appendices to *Metro 2040* and to RAHS. It is worth considering whether HDEs should continue to reside directly within *Metro 2050*, which means they are difficult to change when outdated, requiring a Type 3 RGS amendment of 50% plus 1. The planned update to HDEs, which is a separate input to *Metro 2050*, will consider the role and placement of HDEs.

Consider

Working with member jurisdiction staff to address the relationship of regional HDEs and estimates developed through local Housing Needs Reports.

HDEs could live outside the RGS, perhaps as an implementation guideline, which would allow for them to be updated more regularly and easily. However, this would likely reduce their importance, relevance and effectiveness.

3.3. Regional Affordable Housing Strategy (2016)

RAHS bridges the regional functions of housing planning and, to some extent, housing service delivery. It was developed and adopted in 2016 following a two-year planning process. RAHS is now four years old and somewhat outdated given the pace of events in the regional housing market, the federal and provincial housing policy arena and within the Metro Vancouver organization. For example, Metro Vancouver Housing has developed its own 10-Year Plan as of 2019, which guides future direction for MVHC. Previously, MVHC goals and actions were incorporated in RAHS.

As RAHS is arguably more up to date than *Metro 2040* in addressing current issues, the following table compares the five RAHS goals along with whether they are addressed, and how well, in *Metro 2040*. There are close ties between the two: there is either direct or indirect coverage of four of five RAHS goals in *Metro 2040*. RAHS Goal 5 “End Homelessness in the Region” is not addressed in *Metro 2040*.

Table 4: Comparison of RAHS and Metro 2040

RAHS Goal #	RAHS Goal	Coverage in <i>Metro 2040</i>	Adequacy in <i>Metro 2040</i>
Goal 1	Expand the Supply and Diversity of Housing to Meet a Variety of Needs	<i>Metro 2040</i> Strategy 4.1 Provide Diverse and Affordable Housing Choices	Direct
Goal 2	Expand the Rental Supply and Balance Preservation of Existing Stock with Redevelopment while Supporting Existing Tenants	<i>Metro 2040</i> 4.1.8 d) HAPs should encourage the supply of new rental housing and where appropriate mitigate or limit the loss of existing rental housing stock	Direct, but indirect tenant protection angle
Goal 3	Meet Housing Demand Estimates for Very Low- and Low-Income Earners	<i>Metro 2040</i> 4.1.7a) RCSs should include policies or strategies that indicate how municipalities will work towards meeting the estimated future housing demand as set out in Appendix Table A.2	Direct
Goal 4	Increase the Rental Housing Supply along the Frequent Transit Network	<i>Metro 2040</i> 4.1.8 iii)increasing the supply of affordable rental units for households with low or low to moderate incomes through policies such as.... particularly in areas that are well served by transit	Moderate, but focus on low to moderate rental housing only and does not include preservation in these areas
Goal 5	End Homelessness in the Region	None	Poor, no reference.

Each RAHS goal has affiliated strategies and actions, mostly for Metro Vancouver and municipalities.

The *Regional Affordable Housing Strategy Progress Report* (2019) documented progress since RAHS was adopted both in terms of actions and performance measures. It found that significant progress has been made at all levels of government and by other housing stakeholders with an increased emphasis on

housing, and new government programs and funding. While progress on actions in RAHS has been made, it noted that it will take time for the impacts to be fully realized, and that there is still much work to be done to improve affordability. The document reported on the RAHS performance measures, and the findings can be summarized as worsening conditions with some movement in the right direction, but generally of inadequate scale to solve the problem. It is recognized that achieving measurable progress in three years from 2016 to 2019 is highly unlikely.

The RAHS progress report explored the idea of incorporating RAHS functionality into other regional plans, including increasing emphasis on housing and social equity in the new *Metro 2050*. While integrating RAHS goals and performance measures, where possible, into *Metro 2050* and the *Metro Vancouver Housing 10-Year Plan* would seem to be a logical approach, RAHS also contains finer grained strategies and actions than could or should be included in *Metro 2050*. The RAHS actions for Metro Vancouver essentially act as a work plan for regional housing planning work.

Furthermore, it is only possible to get to the point of agreed goals, strategies, actions and performance measures through a comprehensive planning process with housing stakeholders. To the extent that future Metro Vancouver housing plans and regional growth strategies need to reflect a regional consensus on a finer grained level of actions, such a process is required. However, it could be achieved through another format, for example a revised regional housing plan or a supporting Implementation Plan for the *Metro 2050* Housing Goal. Given the regional nature of the housing market, a case can be made for a shared regional approach to housing policy and planning, particularly with regards to affordable housing, providing there is member jurisdiction alignment on this.

While RAHS outcomes are moving in the right direction, as demonstrated in the 2019 RAHS Progress Report, the scale of the problem is not being adequately addressed as a region.

Consider

Retaining RAHS, and incorporating RAHS goals in *Metro 2050*. They have the advantage of having already been endorsed by municipalities through the RAHS process.

Updating RAHS or some variant after *Metro 2050* is adopted and utilizing either the new updated HDEs or a regional aggregation of municipal Housing Needs Reports, to better reflect current conditions.

Incorporating some or all of RAHS performance measures as new *Metro 2050* performance measures ensuring data availability and with a reasonable reporting period.

Reassigning actions currently assigned in *Metro 2040* to other governments and agencies as “advocacy actions” for Metro Vancouver.

3.4. Metro Vancouver Housing 10-Year Plan (2019)

The *Metro Vancouver Housing 10-Year Plan* was adopted by the MVHC Board in 2019. It provides a vision and framework to guide how Metro Vancouver Housing will provide, preserve and expand affordable housing in the region. It integrates all of the RAHS actions for MVHC to support affordable housing across the region. It is solely focused on MVHC activities and sets targets based on Metro Vancouver’s own

resources – cash and land – with the proviso that more units can be created with federal and provincial resources and partnerships with municipalities, and private and non-profit sectors.

There is limited reference to *Metro 2040* within the 10-Year Plan, however it does refer to the HDEs, but only for context given the outdated nature of HDE. An important consideration now is how *Metro 2050* can reflect or support the 10-Year Plan. The 10-Year Plan envisions a role for partnerships with member municipalities and others in Goal 4: Develop partnerships to expand affordable rental housing across the region. Action 4.1 outlines ways for Metro Vancouver Housing to partner with member jurisdictions including:

- seeking vacant public lands or other contributions to facilitate more affordable housing;
- co-locating housing with civic facilities;
- renewing existing municipal land leases; and,
- opportunities for Metro Vancouver Housing to manage units gained through the municipal development approval process.

These approaches could be incorporated in *Metro 2050* as a way for member municipalities and Metro Vancouver Housing to create partnerships.

Consider

Referencing the new *Metro Vancouver Housing 10-Year Plan*, particularly Goal 4: “Develop partnerships as a means to expand affordable rental housing across the region.” It could indicate a role for member jurisdictions to support/pursue/explore these types of actions.

Describing the relationship between Regional Planning and Housing Services and refer to *Metro 2050* and HDEs in future updates to the *Metro Vancouver Housing 10-Year Plan*.

3.5. Applied Policy Research

Since *Metro 2040* was adopted, Metro Vancouver Regional Planning has embarked on a program of research to support and advance thinking on Goals 4 and 5, and of RAHS Goal 4. These include two regional parking studies, the Housing and Transportation Cost Burden Study (2015) and Transit-Oriented Affordable Housing Study (2017-2019). These works provide a rationale for integrating land use and transportation planning in service of housing affordability and diversity and demonstrate the value add of the regional planning role of best practices research and information dissemination. What are the implications of this research for *Metro 2050*? And how should it be incorporate/reflected in *Metro 2050*?

Regional Parking Studies 2012 and 2018

The majority of new residential growth in Metro Vancouver is in the form of multi-residential (apartment) buildings. Getting the right match between parking use and supply benefits housing affordability, sustainable transportation choices and overall livability. The 2018 Regional Parking Study updated the 2012 Apartment Parking Study, which was the first regional study of apartment parking in Metro Vancouver and, at the time, the largest study ever undertaken in Canada and the United States. These

studies provide information to municipalities and developers on apartment parking use and supply at various surveyed sites across the region.

Both studies found that apartment parking supply exceeds use across the region, for both rental and strata buildings, and suggest that municipal planning and engineering staff should consider the findings when undertaking municipal parking bylaw updates, rezoning and development reviews, developing area and neighbourhood plans, corridor planning efforts, and street parking management. Depending on the type of development, improving the match between supply and use can also support housing affordability objectives.

Consider

Incorporating the expectation in *Metro 2050* that learnings from *2018 Regional Parking Study* be incorporated in a general way in HAPs and RCSs.

Housing and Transportation Cost Burden Study 2015 (H+T)

This work demonstrated high housing and transportation costs disproportionately affect renters throughout the region, particularly low-income renters. It suggested that locations near transit can improve affordability for renters and posed a new policy challenge for municipalities and developers to ensure co-location of this type of housing near transit. This work greatly informed RAHS, in fact directly influenced Goal 4 “Increase the Rental Housing Supply along the Frequent Transit Network”.

Consider

To the extent that RAHS Goal 4 is included as a goal to work towards in RCSs in *Metro 2050*, it could be sufficient to address the housing and transportation concept at the outcome level.

Transit Oriented Affordable Housing Study 2017-2019 (TOAH)

Metro Vancouver and study partners used the H+T study as a basis to dive deeper into the opportunities and constraints for building new affordable rental housing in transit-oriented locations across the region. In Phase 1, the study partners examined the challenges and opportunities with building new affordable housing, particularly affordable rental housing in transit locations. In Phase 2, the partners evaluated specific policies and financial tools. One of the key land use findings of TOAH Phase 2 was:

New advances in land use, affordable rental housing, and transit planning are required. Affordable rental housing is an important transit-oriented land use and should be a key component of transit corridor, station area and neighbourhood plans.¹⁵

Consider

Requiring RCSs to demonstrate how corridor, station area and neighbourhood plans accomplish or work towards HDEs.

4.0 LOOKING AHEAD TO METRO 2050

Member jurisdictions and Metro Vancouver are implementing *Metro 2040* as envisioned, and according to the scope laid out in the *LGA*. Despite this, the region is far from achieving the outcomes desired in terms of housing affordability and diversity. *Metro 2040* lacks direct alignment with all *Regional Affordable Housing Strategy* goals, the *Board Strategic Plan 2019-2022*, and some emerging issues. Improvements are possible within the *LGA* framework, and/or with agreement from member municipalities.

This section summarizes the main housing ideas and directions revealed through this review that could be considered in the development of *Metro 2050*. It incorporates comments received on the draft Discussion Paper by members of the Regional Planning Advisory Committee (RPAC) and RPAC Housing Subcommittee. Ideas arising from the review of various sources (e.g. RAHS, Housing Plan, Policy Research) are integrated and organized by main theme following the order of *Metro 2040*.

4.1. General

- a) Ensuring that *Metro 2050* is consistent with the Board's specific housing planning goals as formulated in the *Board Strategic Plan 2019-2022*.
- b) Finding alternative wording to describe the relationship of higher density and affordability.

4.2. Urban Centres

- a) Strengthening the rental tenure aspect of urban centres in *Metro 2050* to include rental and affordable rental housing as both are desirable from a transit and affordability perspective.
- b) Incorporating the idea that rental and affordable rental housing are suitable for station shoulder areas and/or locations near other parts of the Frequent Transit Network where land prices are not as high as urban centres.

¹⁵ Regional Planning Committee Regular Meeting Transit-Oriented Affordable Housing Study Phase 2 – Key Findings Date: April 5, 2019, Page 6.

4.3. Housing

- a) Making housing (supply, diversity, affordability and security) a standalone goal within *Metro 2050* reflecting housing's importance in current public discourse. A standalone goal could be accompanied by a clear statement of the limits of regional and municipal jurisdiction and financial capacity and the corresponding senior government role in funding affordable housing.¹⁶
 - Another approach would be to reflect the regional emphasis on combined housing and transportation in a new housing goal by making combined housing and transportation affordability (and perhaps other major household costs like childcare) the goal. Again, it would need to be accompanied by language clearly bounding the local and regional roles, and the roles of provincial and federal governments in providing funding.
- b) Adding a definition of housing affordability or affordable housing to clarify the policy.
- c) Strengthening equity language by adding terms such as “for all” to goal or strategies, employing the word “equity” and “equitable” in contextual language, and/or referring to the housing needs of specific equity groups, including indigenous peoples.
- d) Explaining the regional role vis a vis housing policy by emphasizing Metro Vancouver's supportive roles in providing policy / data/ research and convening municipal members.
- e) Expanding Metro Vancouver's regional planning role or regional coordination role could be a response to the growing municipal role in housing policy and housing delivery.
- f) Assisting municipalities with data to develop their Housing Needs Reports and potentially to aggregate aspects of municipal HNRs on a regional basis (both are either underway or planned). This would ideally occur before any update to RAHS, if undertaken, and be used to inform any update or replacement of RAHS.
- g) Expecting that learnings from regional policy research such as the *2018 Regional Parking Study*, *Housing and Transportation Cost Burden Study*, etc. be incorporated in HAPs and RCSs.
- h) Referencing the new *Metro Vancouver Housing 10-Year Plan*, particularly Goal 4: “Develop partnerships as a means to expand affordable rental housing across the region.” It could indicate a role for member jurisdictions to support/pursue/explore supportive actions.
- i) Retaining RAHS (2016) and adding language that Metro Vancouver may update RAHS as conditions warrant, perhaps once HDEs have been updated.
- j) Expecting that municipal members keep their HAP up to date, and that HAPs reflect the municipal Housing Needs Report, perhaps on a similar 5-year cycle.
- k) Revising descriptions of RCS and HAP content for clarity.

¹⁶ A standalone housing goal was considered for *Metro 2040* but ultimately abandoned in order to create a goal focused on the two social objectives “Create Complete Communities”.

- l) Categorizing desired outcomes of RCSs in 4.1.7 and 4.1.8 in a more structured fashion.
- m) Improving articulation of desired outcomes in 4.1.7 and 4.1.8 by using the five RAHS goals, as these reflect most current housing issues of concern, with the exception of climate change.
- n) Adding a strategy or outcome referencing ending homelessness, as per RAHS, and consistent with the region's intent to incorporate an equity perspective in *Metro 2050*. The challenge is how to define the regional role in addressing homelessness.
- o) Consider Incorporating a climate strategy or outcome for housing to reflect the contribution of housing to climate change and the importance of addressing climate change impacts today.
- p) Avoiding specifying implementation tools for each desired outcome to provide flexibility for member jurisdictions. Instead, *Metro 2050* could refer to an inventory of tools, best practices or implementation guidelines that reside outside *Metro 2050*.
- q) However, it would be desirable to require RCSs to demonstrate how corridor, station area and neighbourhood plans accomplish or work towards HDE.
- r) Strengthening RGS Implementation Guideline #1 to provide clarity on conditions for approval of the housing element of RCSs for *Metro 2050*.
- s) Recognizing that the region is not meeting *Metro 2040* desired housing outcomes. This might be grounds for Metro Vancouver and member municipalities to consider stronger measures in aid of future *Metro 2050* housing goals.
- t) Reassigning any actions requested of other governments and agencies to Metro Vancouver in an advocacy role to reflect Metro Vancouver's lack of jurisdiction over other agencies.

4.4. Transportation

- a) Incorporating the directions outlined in the Metro Vancouver *Board Strategic Plan 2019-2022* with respect to integrating transportation and rental and affordable rental housing either by:
 - Adding a Goal 5 strategy "Coordinate land use and transportation to ensure a mix of housing types and tenures, specifically rental and affordable rental housing, are located within transit corridors" or use actual Board Strategic Plan language.
 - Referring in Goal 5 to a new housing goal, strategy or desired outcome on this topic.
- b) Adding actions for Metro Vancouver to advocate to TransLink:
 - to use Project Partnership Agreements, specifically the Supportive Policies Agreements, to require that station plans and area plans include affordable housing, particularly rental housing and affordable rental housing adjacent to future transit investments.
 - to use surplus TransLink land for rental housing or affordable rental housing.

4.5. Performance Monitoring

- a) Improving housing performance measures to ensure consistency with new regional goals/strategies/desired outcomes, frequency of reporting and data availability. Suggestions include:
 - Measuring zoned capacity for housing, using real time municipal data as opposed to Census data, and rental vacancy rates.
 - Utilizing RAHS performance measures or selecting from among RAHS measures most of which have data availability.

4.6. Housing Demand Estimates

It is understood the HDE will be updated under a separate process using a defensible methodology and with expert panel advice. It will also consider the role and placement of HDEs within *Metro 2050*. However, the timing may not coincide with municipal Housing Needs Reports which are currently underway. Metro Vancouver should consider:

- a) Working with municipal staff to address the future relationship of regional HDE and municipal household estimates developed through local Housing Needs Reports;
- b) Whether HDEs should reside outside of the *Metro 2050* (recognizing that this would weaken HDEs as a tool within the RGS, and remove the expectation that RCSs demonstrate consistency with HDEs); and,
- c) More current, annual reporting and updates to HDEs.

4.7. Metro Vancouver Housing

- a) Future updates to the *Metro Vancouver Housing 10-Year Plan* could consider describing the relationship between Regional Planning and Housing Services and referring to *Metro 2050* and HDEs.
- b) *Metro 2050* should refer to the *Metro Vancouver Housing 10-Year Plan* and describe the supportive roles of Metro Vancouver's Regional Planning and Housing functions.

5.0 APPENDIX

5.1. Regional Tools and Initiatives

GVS&DD Waiver or Reduction of Development Cost Charges (DCC) for Not-for-Profit Rental Housing

As envisioned in RAHS (2007), Metro Vancouver supports new affordable housing through the waiver of DCCs. Since 2010, Metro Vancouver's DCC Bylaw (GVS&DD Bylaw No. 254, 2010) has included provisions to waive DCCs for not-for-profit rental housing. In May 2018, the Greater Vancouver Sewerage and Drainage District (GVS&DD) Board adopted *GVS&DD Development Cost Charge Waiver or Reduction for Not-for-Profit Housing Bylaw, No. 314, 2018*, a separate waiver bylaw to improve the waiver's ease of use and respond to the changing federal and provincial funding context. In 2018, GVS&DD DCCs were waived for a total of 1,761 rental units in 27 developments for a total value of \$1,578,011. Almost \$3.5 million in DCC fees have been waived since inception, representing a significant regional contribution to improving the viability of non-market housing.

TransLink DCC Waiver for Affordable Housing

In May 2018, the *South Coast British Columbia Transportation Authority Act* was amended to give TransLink the authority to impose a Regional Transportation Development Cost Charge (DCC) in Metro Vancouver. The new DCC was introduced to assist in paying for eligible transportation projects of the Phase One and Phase Two Investment Plan. To support housing affordability within the region, and ease of administration for municipalities within the Metro Vancouver, TransLink adopted a policy to provide a waiver for certain eligible not-for-profit affordable rental housing and reduction for certain eligible not-for-profit affordable student rental housing from the DCC consistent with the waiver and reduction provided by the Greater Vancouver Sewerage and Drainage District for its own regional development cost charge. TransLink's waiver and reduction are set out in its *Bylaw #125-2018 – A Bylaw to Establish a Waiver or Reduction of Development Cost Charges for Not-for-Profit Rental Housing*. The effective first year for implementation of the TransLink's DCC bylaw and waiver is 2020.

Metro Vancouver no longer the Regional Entity for the federal homelessness program

As of April 1, 2019, Metro Vancouver is no longer the Designated Community Entity (CE) for the Metro Vancouver region for Canada's homelessness strategy. Vancity Community Foundation has assumed a one-year interim role as the CE for this region until March 31, 2020. As regional entity, Metro Vancouver coordinated the allocation of federal homelessness funds with its partner Vancity Community Foundation. This change in responsibility around regional homelessness highlights the challenge of addressing homelessness as part of the housing spectrum within *Metro 2050*, while respecting Metro Vancouver's limited mandate in this area.

TransLink Project Partnership Agreements

A new tool to ensure that large transit investments are supported by effective partnerships with host municipalities. Project Partnership Agreements are a three-phased partnership agreement framework involving TransLink and a host municipality implemented in the context of major capital projects which involve significant cost and risk. It typically includes three sub-agreements, one of which is the Supportive

Policies Agreement, the latter covering updating of relevant municipal plans and strategies, including housing, in support of transit. Three such agreements are currently in place across the region.



To: Regional Planning Committee

From: Jessica Hayes, Planner, Regional Planning and Housing Services

Date: March 2, 2020 Meeting Date: May 1, 2020

Subject: **Housing Agreement Implementation Workshop and Resource Guide**

RECOMMENDATION

That the MVRD Board receive for information the report titled “Housing Agreement Implementation Workshop and Resource Guide”, dated March 2, 2020.

EXECUTIVE SUMMARY

On January 30, 2020, Regional Planning hosted a Housing Agreement Implementation Workshop, which was an opportunity for housing planners and other key stakeholders in the region to learn more about entering into, administering and enforcing Housing Agreements. The workshop offered an overview of a new Resource Guide developed by Metro Vancouver in partnership with BC Housing titled *What Works: Securing Affordable and Special Needs Housing through Housing Agreements*. A synopsis of the workshop and Resource Guide are included in this report.

PURPOSE

To provide the Regional Planning Committee and MVRD Board with a summary of the Housing Agreement Implementation Workshop, and an overview of the new Resource Guide titled *What Works: Securing Affordable and Special Needs Housing through Housing Agreements*.

BACKGROUND

At its July 5, 2019 meeting, the Regional Planning Committee received a report titled “Housing Agreements Workshop 2019”, summarizing the key learnings of a workshop held in April 2019 that brought together municipal housing planners and other key stakeholders to share and discuss issues and emerging best practices for entering into, administering and enforcing Housing Agreements (as per Section 483 of the *Local Government Act*).

This report provides an overview of the follow-up Housing Agreement Implementation Workshop held on January 30, 2020 and the Housing Agreement Resource Guide, each being outcomes identified at the April 2019 workshop.

IMPLEMENTATION WORKSHOP

On January 30, 2020, Regional Planning hosted the Housing Agreement Implementation Workshop, as a follow-up to the April 2019 workshop, to provide an overview and receive input on the preparation of a new Resource Guide.

Workshop Agenda

The program began with a keynote presentation from CitySpaces Consulting Ltd., the project consultants, and Young Anderson Barristers and Solicitors, who provided the legislative context for

Housing Agreements, an overview of the Resource Guide, and the best practice findings from their research. Attendees also participated in concurrent breakout sessions based on the following “Common Challenges and Solutions” outlined in the Resource Guide:

1. Avoiding conflicts between Housing Agreements and Operating Agreements and / or other provincial legislation;
2. Addressing the lack of capacity for effective monitoring and enforcement; and
3. Impacts on tenants (i.e. balancing tenant eligibility and housing stability and addressing access to amenities and shared spaces in mixed tenure and mixed income buildings).

RESOURCE GUIDE

Regional Planning retained CitySpaces Consulting Ltd. (with legal review from Young Anderson Barristers and Solicitors) to conduct research that would lead to the development of *What Works: Securing Affordable and Special Needs Housing through Housing Agreements* (Attachment 1) to assist Metro Vancouver member jurisdictions looking to enter into, administer, monitor, and enforce Housing Agreements (as per Section 483 of the *Local Government Act*).

The Resource Guide is the latest in Metro Vancouver’s existing “What Works” series of housing-related reference materials. The Guide was prepared in response to an interest from Metro Vancouver member jurisdictions, who saw value in developing a learning and reference tool that documents the collective experiences of planning, development, and non-profit housing professionals across the region, and identifies key success factors that contribute to effective Housing Agreements.

The Resource Guide is intended to help Metro Vancouver local governments employ Housing Agreements by:

- providing an overview of Housing Agreements and their legislative context;
- outlining the key steps to structuring a Housing Agreement;
- identifying success factors and key considerations for entering into, administering, monitoring, and enforcing a Housing Agreement;
- highlighting common challenges and proposed solutions for local governments; and
- presenting illustrative scenarios that highlight Housing Agreement terms and conditions for a diversity of housing types.

NEXT STEPS

What Works: Securing Affordable and Special Needs Housing through Housing Agreements, is being presented to the Metro Vancouver Regional Planning and Housing Committees. Following this, the Resource Guide will be posted publicly on the Metro Vancouver website, and it will be promoted and widely shared with member jurisdictions and other relevant housing stakeholders in the region.

ALTERNATIVES

This is an information report. No alternatives are presented.

FINANCIAL IMPLICATIONS

The Housing Agreements Implementation Workshop and the preparation of the 'What Works' Resource Guide were funded through the MVRD Board approved 2020 Regional Planning budget. \$28,000 was allocated for consultant support for this project from the Regional Planning budget, and BC Housing provided an additional \$7,500 contribution.

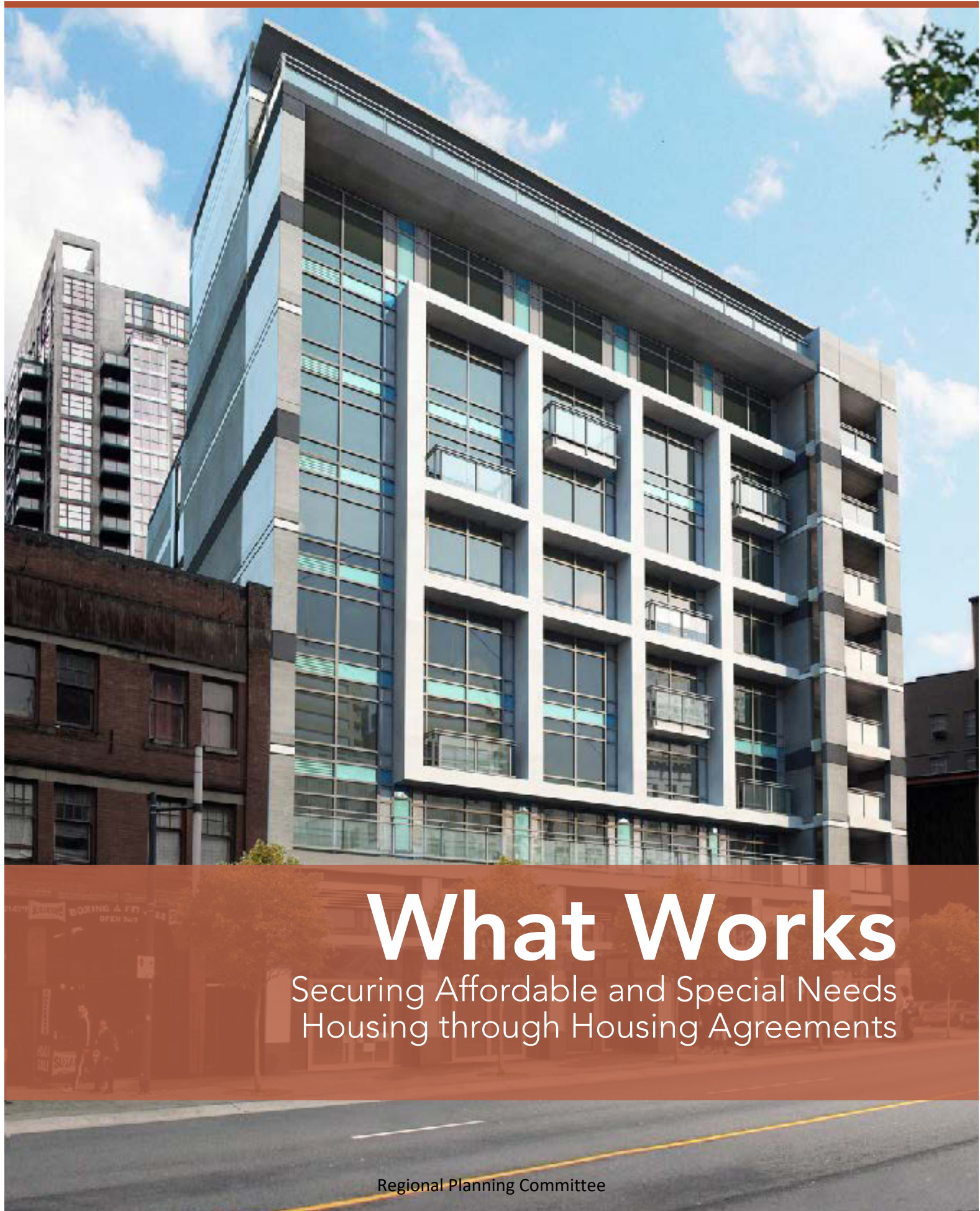
CONCLUSION

On January 30, 2020, a Housing Agreement Implementation Workshop was hosted by Regional Planning and the RPAC Housing Subcommittee. Building on the success of a workshop held in April 2019, the Housing Agreement Implementation Workshop was an opportunity for housing planners and other key stakeholders to learn more about entering into, administering and enforcing Housing Agreements, and offered an overview of *What Works: Securing Affordable and Special Needs Housing through Housing Agreements*, a new Resource Guide developed by Metro Vancouver in partnership with BC Housing. The Resource Guide is now being disseminated to members of Metro Vancouver's Regional Planning and Housing Committees, and will be shared more broadly with member jurisdictions and relevant housing stakeholders in the spring of 2020.

Attachment

"What Works: Securing Affordable and Special Needs Housing through Housing Agreements", dated January, 2020

37741197



What Works

Securing Affordable and Special Needs Housing through Housing Agreements

ACKNOWLEDGEMENTS

Metro Vancouver acknowledges the funding support and assistance provided by BC Housing toward this project.

What Works: Securing Affordable and Special Needs Housing through Housing Agreements was prepared for Metro Vancouver by CitySpaces Consulting Ltd., with legal review by Young Anderson Barristers and Solicitors.

4730 Kingsway, Burnaby, BC, V5H 0C6
www.metrovancouver.org

January 2020

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1.0 Introduction

Metro Vancouver member jurisdictions have varying experience and capacity when it comes to developing and implementing Housing Agreements. This “What Works” Resource Guide was prepared in response to an interest from Metro Vancouver member jurisdictions, who saw value in documenting best practices and shared learnings, and developing guidelines for drafting, administering, and monitoring Housing Agreements.

Although a local government can only enter into a Housing Agreement by bylaw, the Housing Agreement itself is a contract. This means that the terms of a Housing Agreement must be agreed upon by both the local government and the land owner. The Housing Agreement is often a condition of the sale or rezoning of the subject land, and the terms are typically negotiated with the land owner well in advance of a local government’s adoption of a bylaw to authorize the agreement. Unlike zoning bylaws, which can only govern the use of land, Housing Agreements can specifically authorize provisions with respect to the occupancy and form of tenure of the housing units. Furthermore, Housing Agreements can include provisions regulating the availability of the housing units to classes of persons identified in the agreement (e.g. seniors, low income families), the administration and management of the housing units, the rental and sale prices, and the rates at which these may be increased over time.

Housing Agreements are regularly used in conjunction with Section 219 Covenants, which – like zoning bylaws – can regulate the use of land, and can also regulate subdivision and be more specific about the construction of buildings (e.g. densities). Through the use of a Housing Agreement, local governments can include restrictions beyond those that may be specified through zoning or a Section 219 Covenant, particularly with regards to restricting the user (occupancy) of the land. As of 2019, local governments in British Columbia also have the option to use **Residential Rental Tenure Zoning** as a means to restrict tenure.

Residential Rental Tenure Zoning

A zoning tool in British Columbia that can regulate tenure in the case of rental housing but cannot regulate rental rates or target populations.

Local governments often utilize Housing Agreements to reinforce a community’s housing policy objectives – such as increasing the supply of affordable housing, facilitating the supply of special needs housing, or preserving or protecting housing over the long term. Since the *Local Government Act* does not predetermine what is meant by affordable housing or special needs housing, local governments have considerable flexibility to respond to the specific housing needs of their own communities.

Templates and Standard Terms

Given the nuance and complexity unique to each project and site, the development of standard terms and definitions, using template agreements, especially from a different local government, can be challenging and inefficient. This Resource Guide is to assist in the preparation of Housing Agreements, but it is recommended that they are also reviewed by a lawyer.

Expanding the supply and diversity of housing to meet a variety of needs is a key direction of Metro Vancouver's *Regional Affordable Housing Strategy (2016)*, and *Metro Vancouver 2040: Shaping Our Future (Metro 2040)*, the regional growth strategy. Some of the ways that Metro Vancouver advances regional planning and housing policy goals is by convening member jurisdictions and stakeholders on planning issues of common interest, and providing planning resources to members through the development of policy and best practices research. Previous reports in the "What Works" series looked at local government measures for facilitating affordable housing (2012) and effective local government practices to sustain and expand the supply of purpose-built rental housing (2016).

This Resource Guide draws from the collective experiences of planning, development, and non-profit housing professionals across British Columbia to identify key factors that contribute to the successful creation and implementation of Housing Agreements. In addition, legal review by Young Anderson Barristers and Solicitors provided the important legal perspective for determining "What Works" when drafting and enforcing effective Housing Agreements.

This Resource Guide is intended to help Metro Vancouver local governments employ Housing Agreements by:

- providing an overview of Housing Agreements and their legislative context;
- outlining the key steps to structuring a Housing Agreement;
- identifying success factors and key considerations for entering into, administering, monitoring, and enforcing a Housing Agreement;
- highlighting common challenges and proposed solutions for local governments; and
- presenting illustrative scenarios that highlight Housing Agreement terms and conditions for a diversity of housing types.

2.0 Legislative Context

In British Columbia, a local government may, by bylaw, enter into a Housing Agreement under Section 483 of the *Local Government Act (LGA)*. When combined with a covenant – which is common practice – Housing Agreements may also engage Section 219 of the *Land Title Act (LTA)*.

Housing Agreements – *Local Government Act (Sec. 483)*

Amendments to the LGA in 1993 enabled local governments to enter into Housing Agreements (formerly under Section 905) with property owners as a means to restrict the occupancy and use of the housing proposed for a site.

Under what is now Section 483 of the LGA, a local government may enter into a Housing Agreement with an owner of land to supply affordable housing or special needs housing. Section 483 explicitly grants local governments the authority to impose requirements on the user of the land.

Housing Agreements “run with the land”, thereby committing any future owner/user of the property to be bound by the terms of the agreement.

Under Section 482 of the LGA, local governments are granted the authority to establish different density rules or conditions under a zoning bylaw in exchange for the provision of affordable or special needs housing. This condition is typically detailed in a Housing Agreement before a building permit is issued (Section 482(2)) and may include higher density development or other regulatory relaxations.

Section 219 Covenants – *Land Title Act (Sec. 219)*

Although covenants can be created by contract between any two land owners, Section 219 of the LTA authorizes the registration of a very unique type of covenant, in favour of local governments and certain other entities. Among other features, these covenants can include positive obligations, and are enforceable against the **covenantor** and any future owner of the property.

Covenantor

The person/group who enters into a formal agreement with the local government (the covenantee). While the covenantor is the current owner, the agreement also binds future owners of the property.

A Section 219 Covenant can concern the use of the land, buildings or construction on the land, including subdivision of the land, but it typically does not concern the user(s) of the land (i.e. it cannot address rental rates, occupancy, target population). For example, a Section 219 Covenant can be used to:

- limit the density of a development;
- require that land is to be built upon (as per the covenant) or is not to be built upon;
- prohibit the subdivision of the land; or
- protect, maintain, or restore a park, historical structure, or cultural amenity.

When a Housing Agreement is authorized by bylaw, a notice is filed in the Land Title Office. However, a Housing Agreement is often coupled with a Section 219 Covenant where the local government also desires restrictions in respect of use, building, and subdivision where those restrictions go beyond the “occupancy” provisions available under the legislation. Local governments have varying practices for how they do this – some will attach the Housing Agreement to the Section 219 Covenant and others will incorporate the terms of the Housing Agreement within the Section 219 Covenant.



3.0 Housing Agreements 101

What is a Housing Agreement?

A Housing Agreement is a contract that is entered into voluntarily by a purchaser or property owner with a local government. It is often a condition of rezoning or sale of land by the local government to an owner/developer. Housing Agreements are a powerful tool that help facilitate non-market housing development and secure the longevity of **affordable or special needs housing** by specifying certain terms and conditions. The terms and conditions of a Housing Agreement will vary depending on the project and the community and may include:

- the groups or persons permitted to occupy the building (e.g. seniors, low income households, or a mix of tenants);
- type of tenure (rent or ownership);
- rent levels;
- price restrictions (upon re-sale);
- administration or management requirements; and
- other terms related to the occupancy.

Affordable or Special Needs Housing

Provincial legislation does not define affordable or special needs housing. It is up to each local government to define, and to align these definitions with the needs of their community and local policy objectives.

How is a Housing Agreement drafted?

Typically, Housing Agreements are a requirement of a rezoning/development application and the specific elements are negotiated between the local government and the owner during the approval process. The negotiation of the Housing Agreement can also involve consultation with other parties, for example, funders and other key project partners. The Housing Agreement is typically drafted by the lawyer for the local government and then reviewed by the lawyer for the owner, with a final draft endorsed by Council before being registered on title. Housing Agreements are typically required prior to the issuance of a building permit.

How is a Housing Agreement entered into?

A Housing Agreement, and any amendments to it, must be entered into by bylaw and the local government must file notice at the Land Title Office. Once the notice is filed, the Housing Agreement becomes legally binding on future owners of the land and legal notation of the Agreement will appear on title of the respective property. However, the actual agreement will not be registered as a charge on the title to the property, and if a person doing a land title search wanted to view the agreement, they would have to contact the local government to obtain a copy.

As such, in addition to the above-mentioned notice, a good practice that many local governments follow is to register the Housing Agreement as a Section 219 Covenant which shows up as a charge on the land's title, and a copy can then be obtained from the Land Title Office. This practice ensures that future purchasers are aware of the agreements on the land. This can also potentially protect the local government by ensuring that they receive priority in terms of payment obligations of the covenantor above those of lenders or financial institutions. Without a Section 219 Covenant with a priority agreement, the local government may be unable to enforce a notice of Housing Agreement against the holder of prior charges.

Can a Housing Agreement be revised or rescinded?

Section 483 of the LGA states that a local government may enter into a Housing Agreement by bylaw. As a result, once the Housing Agreement bylaw has received final reading, it can only be revised by an amending bylaw. To remove a Housing Agreement, the bylaw must be rescinded, and the notation removed from title to the land.

Who are the parties involved?

The owner (private or non-profit) and the local government are typically the principal parties involved when entering into a Housing Agreement. In circumstances where the local government is the owner of the land, other organizations may also be included in the agreement, for example, the lessee or the operator of the secured units located on the property. Notice of a Housing Agreement is registered on title by a local government to ensure that its requirements are known to potential purchasers, and that the agreement will be binding on future owners.

Housing Agreements should be considered any time a local government wants to impose terms and conditions related to the occupancy of housing units. They are typically used in the following circumstances:

- a. the local government is directly selling a piece of land and has a specific vision for how the land is to be used in the future;
- b. a rezoning was enacted with an intention to build affordable housing;
- c. a density bonus is granted in exchange for amenities including affordable or special needs housing; or
- d. as a condition of authorizing strata conversion or stratification of an existing building.

The following sections of the Resource Guide outline the typical structure of a Housing Agreement, a step-by-step guide to developing a Housing Agreement, and discussion of common challenges, solutions, and case studies to support the drafting of a Housing Agreement.

What happens to the Housing Agreement when a building is demolished or redeveloped?

A Housing Agreement is independent of the building. Once a notice of the agreement is filed at the Land Title Office, it runs with the land. The Housing Agreement would therefore remain in effect until the notation is removed from title to the land.

4.0 Building Blocks: Structuring a Housing Agreement

The purpose of this section is to provide an overview of the common elements, or “Building Blocks”, of a Housing Agreement. Each common element is defined in the order of a typical Housing Agreement. This structure is for illustrative purposes only and may differ depending on a local government’s objectives and individual legal advice.

Authorizing Bylaw

The authorizing bylaw permits the local government to enter into a Housing Agreement with the owner. Typically, the authorizing bylaw is brief, and attaches the terms of the Housing Agreement as a schedule.

Identification of Parties

The identification of the parties entering into the agreement. This includes the legal name and address of each party involved.

Recitals and Consideration

These are the introductory statements in the Housing Agreement, similar to a preamble, which provide the context and background to the agreement.

Recitals are usually identified by the word “WHEREAS” at the beginning of the statement. The omission of recitals does not invalidate the Housing Agreement bylaw, or make it unenforceable. However, a **consideration clause** is required to make the agreement legally binding between the parties and represents a bargained-for exchange of value between parties to a contract. Typically, a consideration clause of a nominal cost (e.g. a sum of ten dollars) paid by the local government to the owner is used to meet this requirement.

Definitions

Terms used in the Housing Agreement are defined to make interpretation of the Housing Agreement easier. Similar to definitions used in a zoning bylaw, these define what a particular term or word means. For example, definitions could include the user group (e.g. seniors, workforce, single-parent households, eligible tenant, etc.), the tenure terms (e.g. rental, ownership), and any rent or re-sale criteria (e.g. affordable rent, permitted rent, Housing Income Limits). As with any legal instrument, definitions should be very carefully drafted. Ambiguity in defined terms (or other aspects of a Housing Agreement) can result in an agreement that does not achieve a local government’s policy goals for the housing units that are subject to it and can make some or all of the agreement difficult to administer or enforce.

Interpretive Rules (or Interpretation)

The interpretation section is included, if necessary, to provide further clarification on ordinary terms used in the agreement such as currency, gender, headings, and subsections. For example, an interpretation clause could be included to identify that gender specific terms (his/her) in the Housing Agreement are meant to include both genders and include corporations. Another example would be to clarify the currency used in the agreement (e.g. Canadian Dollars). It is a best practice to obtain legal input on what interpretation clauses should be included in a Housing Agreement.

Recitals

Short and concise statements describing the context of the Housing Agreement.

Consideration Clause

Required to make the agreement legally binding between the parties and represents a bargained-for exchange of value between parties to a contract.

Terms

Any Housing Agreement must have at least one term or condition “respecting the occupancy of the housing units identified in the agreement” (Section 483 LGA). This may include, but is not limited to, clauses regarding whom may occupy the units, rent or re-sale restrictions, tenure, and any procedures for compliance issues and enforcement. A common drafting technique is to have agreement terms grouped into subsections for ease of reading. For example, a Housing Agreement could be drafted with separate sections addressing tenancy and occupancy, rental rates and affordability of the units, and remedies/enforcement.

General or Miscellaneous Provisions

While key terms are those that reflect the agreement between the two parties, this section is for other more general provisions that can cover requirements such as legal costs, that the agreement runs with the land and binds any future owners of the land, registration at a Land Title Office, and other miscellaneous obligations of the parties.

Authorization of the Owner

Housing Agreements must be entered into with the consent of the owner and cannot be imposed. The Housing Agreement is signed by both parties. Signatures are found at the end of the agreement, although when the agreement is combined with a Section 219 Covenant, signatures might be on the *Land Title Act Form C* instead.

Filed with Land Titles

Section 483(5) of the LGA requires the local government to file a Notice of the Housing Agreement (and any amendments) in the Land Title Office. Filing of the notice makes the agreement binding on “all persons who acquire an interest in the land”.

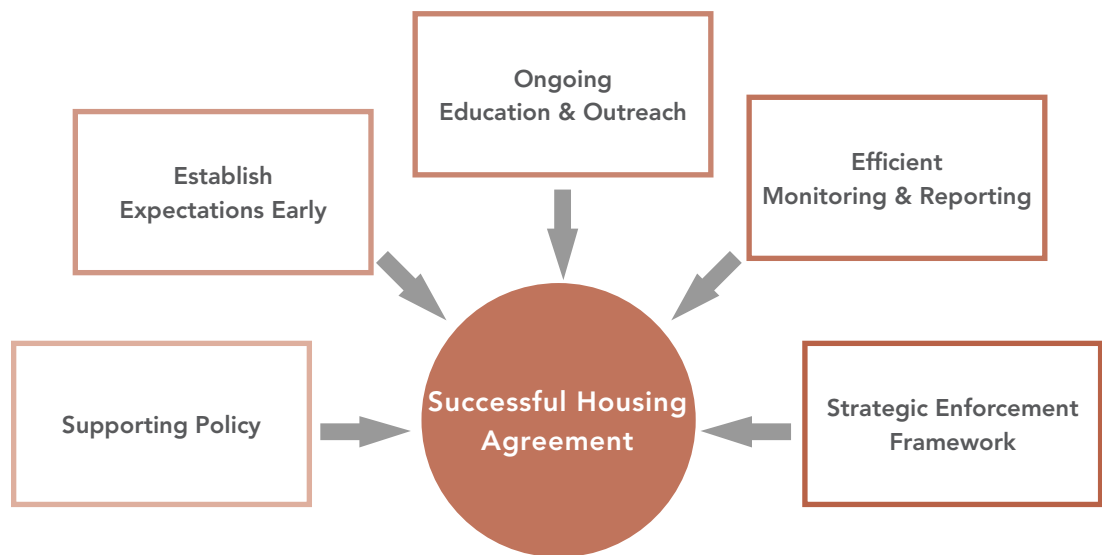
STEP-BY-STEP PROCESS TO DEVELOPING A HOUSING AGREEMENT

1	Understand Project Context <ul style="list-style-type: none"> • Who is the owner of the site? Is it a not-for-profit society, a private developer, government entity, municipality? • In the case of a local government owned lot, will the lessee be included in the Housing Agreement? • What funders are or may be involved (i.e. BC Housing, CMHC)? If so, what are the requirements of the funding program? • What local government policies regarding affordability or housing need are applicable? • Who is the target group to be served? What level of affordability is being targeted?
2	Develop Key Principles <ul style="list-style-type: none"> • Consider existing policy directions that apply to the project site • Communicate expectations and co-develop a set of Housing Agreement Key Principles with owner or lessee • Ideally, these principles are acceptable to both parties before the project proceeds through design development and approvals • Optional: Preliminary approval (Applicant signs) and Council endorsement of Principles at 1st Reading of the applicable bylaw
3	Draft Housing Agreement <ul style="list-style-type: none"> • Work with in-house or external legal team to draft the Housing Agreement based on the Key Principles developed with the Applicant; in particular, whether the Housing Agreement should include a Section 219 Covenant on title and whether a consent to priority should be obtained (i.e. if mortgage foreclosure) • Clarify terms, definitions, considerations • Reference and include floorplans and drawings as necessary
4	Review and Revise <ul style="list-style-type: none"> • Draft is sent to Owner and Funders (if possible) for a round of legal review • Identify issues and make revisions as necessary • Collaborate with any funding organizations to streamline reporting requirements • Confirm the Housing Agreement does not conflict with or contravene other agreements or laws: operating agreement, <i>Strata Property Act</i>, <i>Residential Tenancy Act</i>, <i>BC Human Rights Code</i>, Canada Revenue Agency requirements
5	Approval and Endorsement <ul style="list-style-type: none"> • Owner signs the Housing Agreement • Housing Agreement is presented to Council for endorsement • 3rd or 4th/Final Reading of the applicable bylaw
6	Registration on Title <ul style="list-style-type: none"> • File notice of Housing Agreement as notation at Land Title Office and, if also a Section 219 Covenant, register agreement at Land Title Office as a charge on title.

5.0 Success Factors

Based on the collective experiences of planning, development, and non-profit professionals across British Columbia, the following key factors that contribute to the successful implementation of Housing Agreements were identified.

SUCCESSFUL HOUSING AGREEMENT FACTORS



Supporting Policy

Local governments with a robust policy framework around housing and affordability are better positioned to negotiate successful Housing Agreements. The Housing Agreement itself should not be seen as an ad-hoc opportunity to create new expectations and requirements; rather, it should be used as a tool to achieve existing planning and policy targets.

Metro 2040 and a local government’s Housing Needs Report, as required by the Province, can guide local government targets and provide insight into regional housing trends and projections. However, housing action plans and affordable housing policies may differ to allow each local government to respond to the community’s specific housing needs, local priorities and aspirations. For example, some local governments

may have policies or plans that address specific needs for rental housing, family-friendly housing, workforce housing, or other special needs housing for vulnerable populations.

Furthermore, a local government should ensure that its housing policies include clear definitions of affordability that accommodate (or are not in conflict with) definitions used by BC Housing and Canada Mortgage and Housing Corporation (CMHC) funding programs or regional development cost charge (DCC) waiver programs. Compatibility of funding requirements and local government requirements can create synergies that encourage and support the development of affordable housing.

When drafting a Housing Agreement, a local government may consider referencing associated local government policies (e.g. family-friendly housing, tenant relocation and protection) in the recitals section to improve transparency and increase understanding.

Local government policies may include language to support the registration of Housing Agreements in perpetuity, particularly when significant local government investments are involved in a project. This helps to bolster the use of Housing Agreements as a tool to secure and protect affordable housing stock in the jurisdiction.

Other legal mechanisms to secure the property include clauses for Right-of-First-Refusal and Option to Purchase in favour of the local government, which gives a local government the option to match a purchase price for the property. With this clause, the Land Title Office will not allow an owner to sell the property unless the local government waives its interest.

Establish Expectations Early

Plans and policies help to establish high-level expectations regarding what a local government is looking to achieve in their community, and communicates these expectations to developers. Through the rezoning and development approvals process, it is equally important to set expectations related to Housing Agreements, and to start conversations with owners and any relevant stakeholders as early as possible. Clear processes and early communication allow affordable housing developers to budget appropriately and avoid surprises that could compromise project viability or affordability of the project late in an approvals process. A Housing Agreement is both contractual and voluntary, which means that there is room for negotiation. Ideally, an agreement allows the project to proceed with both parties being satisfied with the arrangement. Although

each project will differ, consistency in the timeline and process helps to establish a baseline level of agreement at the early stages of a project, which will facilitate the process when it comes to drafting and formally entering into the agreement.

Developing guiding principles for the Housing Agreement should begin with understanding the owner/applicant's project and identifying what negotiable items would be of value to the project. A Housing Agreement is part of a larger negotiation process between the local government and owner/operator for various allowances, such as density bonusing, parking relaxations, exceptions to minimum unit sizes, land equity, fee waivers or grants, etc. In return, the local government will propose a set of terms for the project, to, for example, secure a desired tenure and level of affordability. It is critically important for local government staff to clearly establish these guiding principles on a per-project basis as these will assist in clearly articulating the objectives of the agreement to the lawyer as they draft the Housing Agreement.

Equally important is the commitment to understand how local governments can work with non-profit organizations that might be involved as owners or operators, to leverage the Housing Agreement as a means to better support and serve specific clients. For example, in a recent project for women and children fleeing violence, additional eligibility criteria and restrictions were outlined in a Housing Agreement to ensure the privacy and safety of all residents.

Ongoing Education and Outreach

Housing Agreements are only useful as a tool if all parties abide by the terms. In order to achieve consensus, buy-in, trust, and commitment to the agreement, local governments must demonstrate a willingness to build good working relationships and identify opportunities for improvement.

As allies in advancing affordable housing, local governments should be prepared to work collaboratively with BC Housing (or other funders) to better understand the funding programs and to avoid conflicts with BC Housing's Operating Agreements. Competing interests and policies can create roadblocks that are counterproductive to ensuring that affordable housing is built.

How does a Housing Agreement impact a property's value?

As with changes to zoning, a Housing Agreement can impact the assessed value of a property. Depending on the appraisal method used, a restrictive covenant and/or Housing Agreement could potentially result in a lower valuation. In the case of a non-profit organization, this outcome could be seen as favourable since it could lead to reduced property tax rates.

Stakeholder outreach and education also includes ongoing consultation with affordable housing developers and non-profit operators to create opportunities for engagement outside of the negotiation setting. Reaching out to tenants can also be an important opportunity for increasing awareness of a Housing Agreement and the tenant's knowledge of the owner's responsibilities. Platforms for open communication and mutual learning build trust and understanding that contribute to a smoother negotiation process.

Ongoing outreach and education also involves engaging with the respective local government Council to raise awareness and support for Housing Agreements as a mechanism to secure affordable housing in a community. The more that Council understands the parameters of a Housing Agreement, the better prepared they will be when responding to any concerns raised by the community.

Efficient Systems for Monitoring and Reporting

For local governments, compliance with Housing Agreements can be entirely voluntary or encouraged by periodic monitoring, but sometimes direct enforcement measures are required. Most local governments have limited capacity to engage in proactive monitoring, which means the onus is often placed on the housing operator or property manager to provide evidence of compliance through reporting requirements. A common form of monitoring and reporting is through a Statutory Declaration process whereby operators and/or property managers declare tenants' incomes, rent levels, and other fees. The content and frequency of reporting may vary depending on the specifics of the Housing Agreement and the context of the project, and personal information sharing needs to be evaluated within the parameters of applicable privacy legislation and regulations.

Example: City of Richmond

Recently, the City of Richmond simplified reporting requirements for their Low-End Market Rental program, requiring only one Statutory Declaration from the owner with operating information attached.

Reporting requirements have been raised as a challenge by non-profit housing providers, particularly when the process is cumbersome or when the local government and funders both have separate reporting requirements, potentially increasing costs and/or duplicating the amount of work for administrative staff. Though there is not one standard that fits all, some of the most efficient reporting mechanisms typically involve a single Statutory Declaration submitted to the local government by the owner, with operating information such as tenant addresses, contact information, proof of household income (if necessary for the terms of the agreement), and rent charges, attached as appendices. This is a far more efficient approach than requesting a Statutory Declaration signed by each tenant.

Furthermore, shifting reporting frequency from annual reporting to once every two to three years could also help to alleviate any administrative burden without compromising the efficacy of the Housing Agreement. This can also reduce the amount of time local government staff will need to spend reviewing these submissions. As the number of Housing Agreements increase, an auditing system could be employed to randomly verify these submissions.

Further suggestions for efficient monitoring and reporting are identified in the “Common Challenges and Solutions” section of this Resource Guide.

Tip: BC Housing engages in a comprehensive review process every three years for projects with an Operating Agreement in place. To further capitalize on reporting efficiencies, local governments could consider streamlining the process by accepting a copy of BC Housing’s operational review as an alternative to local government forms when available, supplemented by verification of outstanding items where needed.

Strategic Enforcement Framework

The ability to enforce Housing Agreements is critical to their success. Housing Agreements can be a challenge to enforce if one or more of the following occurs:

- There is disagreement as to whether the activity in question is in fact a contravention of the Housing Agreement;
- The Housing Agreement lacks disincentives (e.g. penalties) to dissuade those who knowingly contravene the agreement; or
- The local government does not have the resources or knowledge to follow-up on penalties or fines owed by the owner or is unable to come to a resolution on how the situation can be brought into compliance.

Building capacity for enforcement can be considered in three ways (whether separately or in combination):

1. Include enforcement terminology (e.g. offences and penalties) in the Housing Agreement to enable and validate enforcement activities;
2. Allocate resources and staff to enforcement; and
3. Simplify and streamline the monitoring and enforcement process to create more efficient use of staffing resources.

A Housing Agreement needs to not only be drafted as clearly as possible with respect to key terms, but also to set out consequences if the agreement is not honoured. Escalating steps of enforcement should be defined within the Housing Agreement itself. Further information on escalating steps of enforcement can be found in the “Common Challenges and Solutions” section of this Resource Guide.

The agreement can also outline the possibility of legal action should the non-compliance continue after efforts to resolve the issue have failed. However, the available remedies may not be entirely effective. The local government may seek to force compliance by seeking injunctive relief (a court order to stop the non-compliance) or, alternatively, seeking damages for breach of the agreement. The ability to seek damages is of questionable use, as it is not clear that the local government suffers a loss if a housing unit is occupied by someone other than the permitted occupant or if a property is sold for higher than the restricted price. Injunctive relief can be successful in some cases at stopping an ongoing breach, but it will not be useful where the breach is the result of a single completed transaction, such as a land sale above restricted prices.

As such, a local government should consider some flexibility when considering enforcement, including alternative methods to legal action such as mediation, which may help determine the reason for non-compliance, and seek to bring the matter into compliance (e.g. a tenant finds new employment that increases their income, but is not yet able to find new housing). Depending on the level of cooperation from the owner and willingness to comply, planning/housing and legal staff or advisors should work closely to decide whether to pursue conflict resolution or initiate higher levels of enforcement. Non-profit affordable housing and special needs housing provide a community benefit – therefore, all efforts should be made to resolve non-compliance without increasing financial burden on an organization providing or operating these units.

Commencing legal action for breach of a Housing Agreement should be considered a last resort in circumstances involving non-profit affordable and special needs housing because of the potential negative impact on the non-profit organization operating the units, which may in turn have a negative impact on tenants.



TABLE: AT A GLANCE COMPARISON OF HOUSING TYPES

The following table provides a summary of the main housing types that would be secured by a Housing Agreement.

Housing Types	Tenure	Considerations for Agreement	Sample Eligibility Criteria	Context/Notes
Affordable Homeownership	Owner-occupied	<ul style="list-style-type: none"> No re-sale for # years Re-sale price restriction 	<ul style="list-style-type: none"> First time buyers Former residents of non-market housing Primary residence only Household income limits 	Many local governments are now exploring the possibility of incentives for affordable homeownership. Current examples restrict re-sale for a number of years. Resort community examples often include price increase restriction tied to rate of inflation or some other measures.
Secured Rental Housing	Rental	<ul style="list-style-type: none"> Units secured as market rental or below market rental Duration 	<ul style="list-style-type: none"> Typically, none Income limits for discounted units 	Secured rental housing policies support the development of new market rental. May be secured for a set number of years or in perpetuity.
Rental Units in a Strata/Mixed Tenure Housing	Owner-occupied + Rental	<ul style="list-style-type: none"> Units secured as rental or below market rental in strata building 	<ul style="list-style-type: none"> Income limits 	Typically market rental in strata condominiums. However, strata condos with non-market rental may increase as local governments seek more ways to increase rental options.
Non-Market Housing	Rental	<ul style="list-style-type: none"> Units rented at below market levels 	<ul style="list-style-type: none"> Income limits Population groups (e.g. seniors, families, singles, individuals experiencing homelessness) 	Many sites have operating agreements and funding obligations similar to restrictions and reporting requirements of Housing Agreements.
Special Needs Housing	Rental/ Transitional	<ul style="list-style-type: none"> Units rented to individuals/ households with specific characteristics, i.e. age or ability 	<ul style="list-style-type: none"> Income limits Population groups (e.g. youth, women and children) Other focus (e.g. rehabilitation, hospice, supportive) Agreement to participate in temporary housing 	Many sites have operating agreements and funding obligations similar to restrictions and reporting requirements of Housing Agreements.

6.0 Key Considerations By Housing Type

The following are key considerations based on six housing types that could be subject to a Housing Agreement.

Affordable Homeownership

- ☐ What is the eligibility criteria for owners (e.g. first-time buyers)?
- ☐ Are there any restrictions on owner-occupancy/ primary residence?
- ☐ Are there any restrictions for re-sale timing or pricing?
- ☐ Are there any income limits and/or income reporting requirements?
- ☐ Upon re-sale, is there any equity capture for the owner/local government?

Secured Rental Housing

For secured rental housing, a local government may wish to consider other tools for securing the rental units, such as the use of Residential Rental Tenure Zoning.

- ☐ Would the secured rental housing be better achieved by way of Residential Rental Tenure Zoning? (legal advice is recommended)
- ☐ Will there be any rent level restrictions or caps?
- ☐ Will rental rates be tied to any particular metric?
- ☐ Are the rental units to remain rental in perpetuity?
- ☐ What level of detail will be required in a Statutory Declaration for monitoring (if any)?

Rental Units in a Strata / Mixed Tenure Housing

- ☐ Will there be any rent level restrictions or caps?
- ☐ Will rental rates be tied to any particular metric?
- ☐ Will there be an income limit or asset limit for tenants of the affordable units?
- ☐ Are the rental units to remain rental in perpetuity?
- ☐ What level of detail will be required in a Statutory Declaration for monitoring (if any)?
- ☐ Do affordable rental unit tenants have access to shared spaces/amenities?

Non-Market Housing

- ☐ What is the level of affordability?
- ☐ Will rental rates be tied to any particular metric?
- ☐ Will there be an income limit or asset limit for tenants?
- ☐ What is the eligibility criteria for tenants?
- ☐ Is there a particular population group to be served by this project (e.g. seniors, families, etc.)?
- ☐ Will there be funding partners involved?
- ☐ What are the funding requirements?
- ☐ Will an operating agreement be in place?
- ☐ What is the owner/operator's capacity to report annually?
- ☐ Are there any other reporting requirements through funders?
- ☐ Are there any opportunities for efficiencies in reporting?

Special Needs Housing

- ☐ What are the population group(s) to be served by this project?
- ☐ What is the tenure (e.g. rental, temporary transitional)?
- ☐ Are there any particular special needs that could be identified in the Housing Agreement (e.g. accessibility, seniors, low income)?
- ☐ Will there be any rent level restrictions or caps?
- ☐ Will rental rates be tied to any particular metric?
- ☐ What is the eligibility criteria for tenants?
- ☐ Will there be funding partners involved?
- ☐ What are the funding requirements?
- ☐ Will an operating agreement be in place?
- ☐ What is the owner/operator's capacity to report annually?
- ☐ Are there any other reporting requirements through funders?
- ☐ Are there any opportunities for efficiencies in reporting?

7.0 Common Challenges and Solutions

This section provides some examples of common challenges that have arisen for stakeholders engaged in or affected by Housing Agreements, as well as proposed solutions for how local governments might address these challenges.

7.1 Avoiding Conflicts Between Housing Agreements and Operating Agreements

Challenge: For BC Housing-funded projects, or projects that may require funding through CMHC, it is important to understand that program criteria will play a large role in dictating rent levels and tenant mix. Housing Agreement terms that conflict with the funding model might compromise a project's viability and access to grant and financing opportunities. Furthermore, conflicts between Housing Agreements and Operating Agreements place owners and operators at risk of compromising either the property or program funding. This sometimes happens because Housing Agreements can be signed well before an Operating Agreement is put in place, but are required as part of the funding requirements.

Solution: Identify funders involved and engage in discussions about expectations as early as possible. Ensure all stakeholders review and comment on the Housing Agreement to identify potential conflict areas prior to registering a covenant and formalizing an agreement. Sample Operating Agreements can be obtained from BC Housing to ensure early alignment. For city-owned land or city-partnered initiatives, the local government has more bargaining power to push for deeper affordability and other local government targets. A key part of negotiations around Housing Agreements is controlled rent levels. It is advisable to set a rent-increase or rent-cap structure that references changing standards as they are updated over time; for example, rent requirements could be tied to one of BC Housing's or CMHC's rent metrics, and not exceeding permitted annual rent increases as per the *Residential Tenancy Act*.

Tip: If current funding programs do not support the affordable housing objectives of the local government, engage in a longer-term discussion with funders to discuss future opportunities for alignment or partnership.

What happens to the Housing Agreement when an Operating Agreement expires?

A Housing Agreement is independent of the building. Once a notice of the agreement is filed at the Land Title Office, it runs with the land. The Housing Agreement would therefore remain in effect until the notation is removed from title to the land, even if an Operating Agreement has expired. A local government may wish to consider the impact of an Operating Agreement's expiry when drafting a Housing Agreement.

7.2 Avoiding Conflicts Between Housing Agreements and Other Provincial Legislation

Challenge: Housing Agreements can include clauses related to administrative requirements and eligibility criteria relating to tenants. It is important to ensure that any clauses in the Housing Agreement do not conflict with the *Residential Tenancy Act* or the *BC Human Rights Code*. If an agreement conflicts with the legal requirements of other provincial legislation, it may impact the enforceability of the agreement.

Solution: Make sure an in-house or contracted legal team reviews the Housing Agreement against other pertinent Acts to ensure no conflicts. Similarly, when considering tenant eligibility or tenancy terms, check with your legal advisor to ensure that the provisions do not conflict with the *Residential Tenancy Act* or *BC Human Rights Code*, and privacy or other applicable legislation.

7.3 Addressing the Lack of Capacity for Effective Monitoring and Enforcement

Challenge: Staffing and internal capacity for ongoing monitoring and enforcement of Housing Agreements continues to be a challenge for both large and small communities alike.

Solution: Local governments can consider other ways to minimize workload and maximize compliance. Aside from the recommended practices outlined in the Success Factors section of this Resource Guide, three options are outlined below for consideration.

Tiered Reporting

A tiered reporting standard is a system of increasing levels of requirement based on a history of non-compliance. A tiered reporting requirement framework could look something like this:

- Low reporting (e.g. single Statutory Declaration every two to three years)
 - ☐ Property managers and housing owners/operators with a history of compliance over 5 years.
 - ☐ Any housing project where an operating agreement is in place and BC Housing is involved with monitoring and reporting reviews.
- Moderate reporting (e.g. single-form Statutory Declaration every year with random audits to confirm income and rent)
 - ☐ Property managers and housing owners/operators with less than 5 years' history of compliance; and,
- High reporting (e.g. individual Statutory Declarations required every year, higher penalties for repeat offenses)
 - ☐ Property managers and housing owners/operators with a history of non-compliance in the past 5 years.

Staff Ambassadors

To better track and identify non-compliance in an increasing portfolio of projects subject to Housing Agreements, local governments may wish to consider identifying ambassadors across relevant departments to help flag issues as they arise, identifying the avenues through which an inquiry or complaint may be brought forward to the local government. For example, would bylaw staff be the front-line staff receiving complaint calls? Or would it be business licensing staff receiving inquiries first? Consider which interdepartmental staff would require access to the Housing Agreement, require a basic understanding of the terms to assess next steps, or access to designated contacts who can provide more information on a need-to-know basis. Expanding local government software and online capacity to ensure easy access to the Housing Agreement and primary staff liaison is also a form of capacity-building that is worth considering.

Tenant Empowerment

In a primarily complaint-driven system of monitoring and enforcement, it is important to take steps to ensure that tenants are aware of the basic terms of the Housing Agreement that may impact them, and that there are avenues for tenants to issue a complaint if they notice property managers or neighbours contravening a Housing Agreement. This enables tenants to act as ambassadors of the agreement. Some local governments have already capitalized on this monitoring capacity by mandating that rental operators distribute information packages when a new lease is signed or at move-in. However, local governments can take a more proactive approach by distributing this information directly to tenants and posting approved Housing Agreements publicly.



7.4 Balancing Tenant Eligibility and Housing Stability

Challenge: A local government has the discretion to define eligibility criteria through a Housing Agreement. Aligning policy priorities and the practicalities of operating affordable or special needs housing can present some challenges, for example when a tenant or household's total income increases, or their family composition changes, and they no longer meet the eligibility criteria outlined in the Housing Agreement.

Balancing the objectives of a local government, that has entered into a Housing Agreement to ensure that affordable or special needs housing is secured for those who truly need it, with the importance of providing safe and stable housing is essential when drafting a Housing Agreement and when evaluating tenant eligibility against a Housing Agreement.

For example, if income restrictions apply equally to new tenancies and tenants in situ, an existing tenant may experience a modest change of circumstance that renders them ineligible for the housing based on the restrictions placed on their unit through the Housing Agreement.

Tenants may only face eviction based on the acceptable reasons for eviction in the *Residential Tenancy Act* (RTA). A Housing Agreement does not grant a local government the authority to evict a tenant, however, they may take steps to require the owner/lessee to come into compliance with the agreement. There is an exception for Public Housing Bodies, as defined by the RTA, who have the ability to end the tenancy of a subsidized rental if the tenant or other occupant ceases to qualify for the rental unit (Section 49.1 RTA).

Solution: When drafting a Housing Agreement, the local government should give careful consideration to various eligibility requirements and their potential impacts on both prospective tenants and tenants in situ. In particular, local governments should consider the risk of tenant displacement and should consider building sufficient flexibility into the agreement to avoid unreasonable displacement of tenants in situ.

Depending on the situation, strict enforcement may not be appropriate, as it may be counter productive to overall policy objectives, or be considered too punitive. For example, for households that have achieved modest upward mobility, but are not yet in a position to seek a suitable housing alternative.

The local government may also choose to consider the mandate of the housing provider or operator; for example, most non-profits are structured to prioritize the best possible outcomes for tenants and will have their own mechanisms for addressing non-compliance. In such cases, the local government may choose to exercise greater flexibility in enforcement.

The solution to this challenge will depend largely on the local government's primary policy objectives, and what level of flexibility it is comfortable pursuing when drafting and enforcing a Housing Agreement.

Most likely, when there is non-compliance, this challenge will be dealt with on a case-by-case basis to avoid any negative impacts on tenants, and to ensure that the approach is not unreasonably corrective. In situations where household income has increased and is above the income limit stated in the Housing Agreement, a local government may need to work with the housing provider or operator, as some of the responses will be operational in nature, and outside the local government's ability to enforce the Housing Agreement. For example:

- Adjusting the tenant/income mix in a building or across a housing portfolio;
- Adjusting income testing practices (e.g. income testing only when establishing new tenancies);
- Managing the income mix through tenant turnover;
- Allowing other mechanisms such as Rent-Geared-to-Income rents to self-manage the issue (e.g. as income increases, rent increases, thus encouraging households to move on to market housing when subsidy is no longer needed);
- Allowing a buffer when evaluating income eligibility (e.g. allowing flexibility for households in situ whose incomes increase up to X% above the threshold);
- Developing a phased plan to work with tenants to either increase their rent charge or re-house appropriately within a portfolio or into market housing (working collaboratively with tenants whose incomes have increased significantly above the limit, and within the limitations set by the RTA).

Ultimately, Housing Agreements should be drafted in consideration of their purpose, and to ensure a reasonable security of tenure for the impacted tenants. Working with other partners (e.g. BC Housing, non-profit operator, etc.) and increasing tenant education and communication around the terms of a Housing Agreement will help address this challenge in a way that produces positive outcomes for tenants.

7.5 Addressing access to amenities and shared spaces in mixed tenure and mixed income buildings

Challenge: There has been much discussion about separate amenities (e.g. swimming pools, fitness centres) and spaces (e.g. entrances/lobbies, playgrounds) for market strata and non-market housing residents in mixed income housing.

Some note that separate configurations are more feasible operationally, stating that shared spaces and amenities can increase costs for non-profit housing operators. On the other hand, there are concerns about the separation of residents by income, and the lack of social integration.

Residents of strata developments can pay significant fees for shared facilities and services in their building. In developments where there is a mix of strata ownership and affordable rental units, fees associated with access

to amenities and shared spaces may pose affordability barriers for low income residents of the non-market rental units.

Solution: Some local governments have included provisions in a Housing Agreement that address equitable access to amenities and use of shared spaces to minimize any financial hardship or the exclusion of affordable rental tenants. However, it is important to confirm that the terms do not conflict with the *Strata Property Act*, and legal advice should be sought on such provisions.



8.0 Scenarios

The purpose of the following section is to outline hypothetical scenarios based on common project characteristics, to illustrate the process of developing guiding principles, aligning with supportive policies, and drafting the Housing Agreement language.

Each scenario includes a short description of a project and related local government policies, reviews key considerations (bullets), and provides descriptions of potential clauses for an associated Housing Agreement (inset boxes).

Scenario 1 – Non-Profit Family Housing

A non-profit society approaches a local government to develop 11 townhouse units to operate affordable family housing designed for low income families. The local government agrees to lease a local government-owned site to the society. The society is applying for funding through BC Housing. A rezoning is required to allow for the proposed townhouses. To secure the housing units, the local government is requiring that a Housing Agreement be entered into by the society, as the lessee, and the local government as both the owner and the local government.

Policies

The local government has in place an Affordable Housing Plan with policies related to increasing housing choice for low income residents. The local government also has in place a family-friendly housing policy.

Agreement Terms

- *Unit Types:* In accordance with the local government's family-friendly housing policies, the local government requires that all units contain a minimum of two bedrooms.

"The Owner and the Lessee covenant and agree to design and construct to completion, in accordance with the building permit issued by the local government, at least eleven (11) secured rental units, of which all 11 units shall contain a minimum of two bedrooms."

- *Tenure:* Grounded in its adopted plans and policies, the local government requires that the units be secured as rental tenure in perpetuity. If the building is demolished, any redevelopment would have to continue to comply with the Housing Agreement.

In the Housing Agreement, key terms and general provisions are included to ensure any changes to the agreement require consensus of both the lessee and the local government (as owner and local government).

- *Rental Rates:* The local government and the society agree to rental rates no greater than 30% of each tenant household's income. This restriction still provides flexibility for the society to receive funding through BC Housing's program in this case.

"Rent will be no greater than 30% of the Tenant's total income as declared by the Tenant to the Owner and the Lessee from time to time, but no less than once every year."

- *Tenant Selection and Monitoring:* The society will be responsible for tenant selection and income testing by the society will be required at lease commencement and annually thereafter. A tenant would be considered eligible if they earn less than or equal to BC Housing's Housing Income Limits (HILs) for the current year for their respective unit type.

In the Housing Agreement, the term "Eligible Tenant" could be defined as: "a person with a net household income which is equal to or less than the income specified by the Housing Income Limits as established by BC Housing and updated from time to time, for a two-bedroom unit in the 'Vancouver Planning Area'".

- *Enforcement:* If a breach of the Housing Agreement is discovered, whether through a complaint or the Statutory Declaration, the local government's first step is to request compliance from the owner, or in this case, the lessee. The local government does not have the ability to evict non-compliant tenants but can seek injunctive relief (a court order to stop the non-compliance).

In the Housing Agreement, a general term that could be included regarding breach of agreement could recognize that damages are an inadequate remedy and that the public interest in affordable housing favours compliance measures or injunctive relief.

Other Considerations

- Some funding programs require a number of low-end-of-market units as defined by funders (e.g. BC Housing's Affordable Market Rents). Local governments should take this into consideration when drafting rental rate restrictions.
- Funding programs through BC Housing typically have their own tenant selection requirements and procedures.
- Commencing legal action for non-compliance should be considered a last resort in circumstances involving non-profit affordable housing and special needs housing.

Scenario 2 – Redevelopment Including Secured Rental Housing Units

A private developer approaches a local government to redevelop two aging low-rise apartment buildings near the downtown core. The proposed development is a mid-rise apartment rental housing project that will include two 6-storey buildings connected by a common entrance hall and amenities. A total of 160 rental units are proposed with 20 units at mid-market affordable rates. The development would replace the existing 40 apartment rental units.

Policies

The local government has a Housing Strategy which supports the development of secured market rental housing as a key housing priority. It also identifies family-friendly housing as a priority, encouraging the development of 3-bedroom units in new development projects. Through the local government's density bonusing policy, affordable housing can be calculated as an amenity contribution. The local government has also developed a tenant relocation and protection policy which seeks to provide compensation and assistance to tenants of older affordable rental stock that are displaced by new development.

Agreement Terms

- *Tenant Relocation and Protection Policy:* The Housing Agreement references the local government's Tenant Relocation and Protection Policy for the purposes of transparency to tenants and future tenants or owners.

The Agreement notes that compensation and assistance will be provided to renters who will be displaced from the existing building. It also notes that the future property manager must prioritize existing residents for tenancy in the affordable mid-market rental units once constructed.

- *Affordable Rental:* As part of the negotiation between the developer and the local government, bonus density is permitted in exchange for 20 rental units to be rented at affordable mid-market rents in perpetuity.

In the Housing Agreement, "Affordable Rent" is defined as a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type as established by CMHC's Housing Market Information Portal.

- *Land Use and Tenure Restrictions:* The Housing Agreement includes language to restrict subdivision or stratification of the buildings.
- *Tenancy:* The Housing Agreement includes a clause regarding the number of unit types for the mid-market affordable rental units. Any changes to the mix prior to completion of the building require a review by the local government's planning department.

"The 20 mid-market affordable rental units shall provide a mix of studio, 1-bedroom, 2-bedroom, and 3-bedroom units. Changes in the mix after rezoning must be approved at the discretion of the Director of Planning. The location of the affordable units within the building may be decided at the discretion of the Owner".

- *Mid-Market Rental Rates and Tenant Selection:* The local government wishes to ensure that rental rates meet the standard definition of affordability for housing (30% of household income) and that tenants in the current rental building will be provided Right of First Refusal or the new units at rental rates that meet the 30% of household income standard.

“Mid-Market Rents will be no greater than 30% of the total gross household income as declared by the Tenant to the Owner from time to time, but no less than once every year. Tenants from the existing rental building on the Lands should be provided right of first refusal in the Mid-Market Rental Units, regardless of income”.

- *Monitoring of Compliance:* In this particular circumstance, the owner and the local government agree that the owner is not responsible for monitoring of ongoing financial eligibility of the tenants once the Tenancy Agreement is signed.

“In determining tenant eligibility, the Owner or rental agent relies on information provided by the prospective tenant. The Owner will not be liable for incorrect personal information provided by the tenant and is under no obligation to monitor the financial circumstances of the tenant once the lease is signed”.

- *Enforcement:* The local government includes language in the Housing Agreement regarding notice to the owner when non-compliance with the Agreement is discovered.

The Owner is given 30 days to remedy a non-compliance when discovered. The local government also included a term that any penalties paid would be directed into the local government’s Affordable Housing Fund.

Other Considerations

- The Housing Agreement is part of several phases of negotiation that occur throughout the development approval process. If the local government is not able to provide additional density bonusing and other relaxations to justify the affordability contribution, the mid-market rental rates could be negotiated for a minimum term (e.g. 1 year, 3 years, or until termination of the first lease at a mid-market rate) rather than in perpetuity. In these scenarios, a minimum term for the provision of affordable units shall be identified in the Housing Agreement, after which time any new tenancy agreement may be adjusted to market rental rate.

Scenario 3 – Rental Housing Units in a Mixed-Use Strata Development

In a local government that employs inclusionary housing policies, a private developer has submitted a rezoning application to develop a mixed-use development comprising a commercial podium (retail) and a residential tower above. A total of 136 units of residential housing is proposed to be developed, 9 of which will be affordable rental housing units as per the local government's 5% affordable housing contribution requirement. A Housing Agreement is entered into by the developer (currently the owner of the property) and the local government to secure these affordable units under a set of agreed-upon terms and conditions.

Policies

The local government has an Affordable Housing Strategy, which specifies the creation of affordable rental housing units as a key housing priority. The registration of a Housing Agreement and Section 219 Covenant are conditions of the rezoning application, securing the affordable rental housing units in perpetuity with maximum rental rates and tenant income as established by the local government's Affordable Housing Strategy.

Agreement Terms

- *Mix and Tenure*: The Housing Agreement is based on a development application that proposes to deliver a specific mix of affordable units.

The Housing Agreement secures rental tenure for six 1-bedroom units, two 2-bedroom units, and one 3-bedroom unit and ensures affordable rental rates in perpetuity.

- *Maximum Monthly Rent*: In accordance with the local government Affordable Housing Strategy, the affordability of the units is secured in a Housing Agreement. The local government elects to set the initial rates for the unit types with a metric for rent increases over time.

In the Housing Agreement, maximum monthly unit rent is prescribed for each unit type, to be adjusted annually by a percentage equal to the increase in the Consumer Price Index, not exceeding the permitted increase by the Residential Tenancy Branch.

- *Eligible Tenant – Income Testing*: The Housing Agreement restricts the annual household incomes and maximum rents for eligible tenant(s). Income limits are different for each unit type.

"Criteria for eligibility of tenancy is based on annual household income to be adjusted annually by a percentage equal to the percentage increase in the Consumer Price Index."

- *Use and Occupancy*: The local government and owner agree to restrict subletting or use of the units by those other than an eligible tenant. This means that the affordable units are to be occupied by the eligible tenant/leaseholder only and shall be the tenant's primary residence.

The affordable housing unit may only be used as a "permanent residence" occupied by the Eligible Tenant/Household. The unit cannot be occupied on a part-time or short-term basis or used as a secondary home.

- *Tenancy Agreement*: For the purposes of transparency to tenants, the Housing Agreement includes a clause requiring the owner to attach a copy of the Housing Agreement to every Tenancy Agreement.

“Occupants of the affordable rental housing units shall have unlimited access to all amenity spaces (e.g. parking, on-site gym facilities, outdoor amenity space), and will not be charged additional costs (e.g. move-in/move-out fees). However, the owner may charge the Tenant the cost of providing cable television, telephone, or other utilities.”

- *Strata Corporation Bylaws*: To ensure equity for lower income residents, the Housing Agreement includes language related to amenity access. As noted previously, careful consideration and legal advice is required to ensure there is no conflict with the *Strata Property Act*.
- *Reporting Requirements*: The local government includes standardized reporting requirements in the Housing Agreement.



Scenario 4 – Special Needs Housing for Adults with Developmental Disabilities

A non-profit society that offers support services to adults with developmental disabilities wishes to consolidate and rezone 4 lots for the purpose of developing a four-storey apartment building that is 100% secured rental. Of the 70 units proposed, 20 units will be reserved for independent living for people with developmental disabilities. These individuals are clients of the society that will live there with support from the society's staff. The remaining 50 units will be available to non-clients at a mix of affordable rental rates, including both rent-geared-to-income and below market rental rates. These units would also be managed by the society.

The society, in this case, is both the owner and operator of the project, and as such, the local government and the society are entering into a Housing Agreement to secure the use and occupancy of the proposed rental units. The project is receiving funding from the society and BC Housing.

Policies

The local government has a Housing Action Plan, which encourages opportunities to increase the supply of non-market housing for low income households, and to support housing for seniors, youth, people with disabilities, and people with addictions and mental disorders. The proposed building provides housing and supports to several vulnerable populations at the highest risk of homelessness. It would also meet the demand for independent affordable and inclusive living, which are currently limited in the jurisdiction. As rental housing is in short supply in this neighbourhood overall, this project supports several key principles set out in policy.

The project requires both an Official Community Plan amendment and an amendment to the local land use plan to accommodate an apartment development and higher density than previously allocated. As such, the completion and registration of a Housing Agreement is a condition of final rezoning and development permit approval.

Agreement Terms

- *Restrictions on Use and Tenure:* Recognizing the special needs of many of the tenants, the local government and society agree to a minimum accessibility standard to be included in the Housing Agreement.

In the Housing Agreement, a clause could be included to specify at least 10 units must be accessible (as defined by the local government); all residents must have equal access to all common amenities in the building.

- *Restrictions on Occupancy:* With two tenant types in the building, the local government and the Society agree to a broader definition of "Eligible Occupant" to provide flexibility for the society when renting the units, while still meeting the local government's policy framework.

"Eligible Occupant" is a person who: is identified by the society as someone who has developmental disabilities and who can live independently (a "Client"); or is an "Affordable Housing Occupant" which is defined as having a gross household income equal to or less than the median income for the type of dwelling occupied, as determined by BC Housing (or BC Housing Management Commission).

- *Leasing Restrictions:* With significant funding and financing coming from outside sources (BC Housing), the local government and society draft a Housing Agreement that recognizes BC Housing's design guidelines, and ensures alignment with the local government's definition of accessible units.

"The Covenantor is responsible for allocating and leasing the Dwelling Units, ensuring that the terms are in accordance with the Housing Agreement. The Covenantor agrees to operate the development in accordance with B.C. Housing's standards".

- *Maximum Monthly Rent:* Client rents will be charged at income assistance rates, and Affordable Housing Occupants shall not be charged rent that is greater than 30% of the median household income.

"Client rents will be charged at income assistance rates as determined by the Province."
"Rent will be no greater than 30% of the Affordable Housing Occupants total income for that type of dwelling as determined by BC Housing".

- *Restrictions on Parking:* The development will provide less parking than that required by the local government's bylaws. Due to the provision of special needs housing, the local government agrees to relax this requirement, and references the varied parking requirement within the Housing Agreement. This includes a minimum number of staff stalls during operating hours and a minimum number of visitor stalls.

"A minimum of 15 underground parking stalls shall be reserved for staff use during hours of service (e.g. Monday to Friday, 7am to 2pm), which shall be made available for visitor parking outside of these hours."

"A minimum of 10 parking stalls shall be reserved for the use of Eligible Occupants' visitors and families. The remaining stalls shall be designated to specific Dwelling Units according to the needs of each resident and the size of their particular unit".

Scenario 5 –Temporary Modular Housing for Individuals Experiencing Homelessness

Housing Agreements may also be used as a condition of approval for Temporary Use Permits. In this case, the land that does not have the appropriate zoning may allow a different land use than currently permitted on a temporary basis, subject to Council approval.

In response to the Province's Rapid Response to Homelessness, a partnership formed between the Provincial Rental Housing Corporation (BC Housing) and a non-profit operator to operate a 2-storey modular building containing 40 residential units of supported transitional housing for women at-risk of or currently experiencing homelessness. Stable supportive housing is necessary as a first step toward transitioning individuals into stable, long-term housing, and offers services such as: 24/7 staffing, meal program, non-clinical supports, individualized assessment and case management, health care, and housing and community integration services.

It is important to note that this type of housing is a fairly recent initiative and that careful consideration and legal advice is required to prepare such a Housing Agreement.

Agreement Terms

- *Administration and Maintenance:* The local government includes terms for the design of the building (e.g. utilizing Crime Prevention Through Environmental Design (CPTED)) and the ongoing safety and security of the site.

CPTED is required for all uses on the lands, particularly exterior security lighting. Storage shall be provided and used; nothing may be stored or allowed to accumulate around the exterior of the Housing Facility. Adequate on-site parking for staff, residents and visitors must be provided.

- *Conditions of Residency and Rent:* The local government includes broad conditions to allow for operator flexibility in the selection of tenants. This is due to the complex issues that the operator will be managing with the mental health and well-being of the incoming prospective residents. There is also language noting that this housing is meant to be transitional in nature. Rental rates are set at income assistance levels.

The operator shall ensure that residents are appropriately matched for the housing and services provided at this facility, and that residents enter into an agreement regarding conduct, obligations, goal planning, support programs, and transition into permanent housing options. Rental rates shall not exceed the shelter portion of Income Assistance in BC.

- *Reference to Resident Agreement:* For the purposes of transparency in the Housing Agreement, the local government and operator agree to include the Temporary Modular Housing Resident Agreement as an appendix to the Housing Agreement.

The agreement between the operator and residents is attached as an Appendix to the Housing Agreement outlining terms and conditions of their participation in the supportive transitional housing program.

10.0 Conclusion

Housing Agreements (as per Section 483 of the *Local Government Act*) are a significant tool that local governments can use to expand and preserve diverse and affordable housing choices across the region; a key strategy of Metro Vancouver's *Regional Affordable Housing Strategy* and *Metro Vancouver 2040: Shaping Our Future (Metro 2040)*, the regional growth strategy.

Drawing on the collective experiences of planning, legal, development, and non-profit housing professionals in the Metro Vancouver region and throughout British Columbia, *What Works: Securing Affordable and Special Needs Housing through Housing Agreements* is intended to support Metro Vancouver member jurisdictions and other housing stakeholders in drafting, administering, and monitoring Housing Agreements.

The Resource Guide highlights success factors that contribute to effective Housing Agreements, including an overview of their general structure, common challenges and solutions, and illustrative scenarios, however, each project and associated Housing Agreement will present unique circumstances and objectives, therefore, individual legal advice is recommended.





11.0 Attachments

- 11.1 Sample Housing Agreement Structure
- 11.2 Sample Housing Agreement – Affordable Homeownership Housing
- 11.3 Sample Housing Agreement – Secured Market Rental Housing
- 11.4 Sample Housing Agreement – Rental Units in a Strata / Mixed Tenure Housing
- 11.5 Sample Housing Agreement – Non-Profit Housing
- 11.6 Sample Housing Agreement – Special Needs Housing
- 11.7 Sample Statutory Declaration

11.1 SAMPLE HOUSING AGREEMENT STRUCTURE

NOTE: This example agreement is for illustrative purposes only and is not a template. Please contact your legal advisor for drafting of a Housing Agreement.

1

THE CITY OF *****

BYLAW NO. ####

1

The
Authorizing
Bylaw to be
approved
by Council

A Bylaw to enter into a Housing Agreement (<insert address here>)

WHEREAS Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing.

NOW THEREFORE the Council of the City of ***** , in open meeting assembled enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, YYYY, No. ####**” (<insert name here>).

2

2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw as Schedule “A” between the City of ***** and <insert name here> with respect to the lands referenced as <insert address/property identifiers here>.

2

The parties are
identified in
the Bylaw as
well as on the
Registration
documentation
(Form C)

3. The Mayor and City Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the <> day of <>, YYYY.

READ a second time on the <> day of <>, YYYY.

READ a third time on the <> day of <>, YYYY.

ADOPTED on the <> day of <>, YYYY.

MAYOR

CITY CLERK

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT & SECTION 219 COVENANT - RENTAL BUILDINGS

3

4 WHEREAS:

- A. The Owner is the registered owner the Lands;
- B. Section 219 of the *Land Title Act* (British Columbia) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;
- C. Section 483 of the *Local Government Act* (British Columbia) permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- D. The City has enacted a bylaw authorizing this Agreement ; and
- E. The Owner and the City wish to enter into this Agreement pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*.

- 5 **NOW THEREFORE** in consideration of the sum of \$10 .00 now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows :

6 1. INTERPRETATION

1.1. Definitions

In this Agreement:

- 7
- (a) "Affordable Rent" means an amount equal to 90% of the "Private Apartment Average Rents" for the corresponding bedroom type in the City of ***** as published by Canada Mortgage and Housing Corporation on its Housing Market Information Portal, using the most recently available Canada Mortgage and Housing Corporation information at the time the applicable Tenancy Agreement is entered into.
 - (b) "Agreement" means, together, Part 1 and these Terms, including schedules attached hereto.
 - (c) "Buildings" means
 - (i) a mixed-use building to be constructed on the Lands following the registration of this Agreement in the LTO (the "New Building"), to be comprised of:

3 When an agreement is not combined with a S.219 Covenant, the parties are listed here

4 The Recitals describing the agreement context

5 Consideration to make the agreement legally binding

6 The "interpretation" section which contains both the definitions and interpretive rules

7 Defined terms to define and clarify the meaning of terms used in the agreement

9	<table border="1"> <tr> <td data-bbox="142 279 170 310">8</td><td data-bbox="180 279 1230 1753"> <p>(1) 23 stories of rental residential housing (containing 166 dwelling units, with 18 of those dwelling units to be rented at less than market rates in accordance with the City's Housing Action Plan);</p> <p>(2) one storey of commercial units and amenity space; and</p> <p>(3) additional amenity space on the partial second storey; and</p> <p>(ii) the mixed use building already constructed on the Lands at the time of registration of this Agreement in the LTO (the "Existing Building "), comprised of ## stories containing ## residential units and a #-storey podium containing ## commercial units.</p> <p>(d) "City " means the the City of *****.</p> <p>(e) "Claims and Expenses " means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death.</p> <p>(f) "CPI" means the All- Items Consumer Price Index for City, Province published from time to time by Statistics Canada, or its successor in function.</p> <p>(g) "Daily Amount " means \$50.00 per day as of January 1, YYYY adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, YYYY, to January 1 of the year that a notice of default referred to Section 6.1 (b) is delivered to the Owner by the City.</p> <p>(h) "Household " means the individuals who occupy a Mid-Market Rental Unit.</p> <p>(i) "Household Income " means the aggregate of income from all sources of all the occupants of an Affordable Housing Unit, based on the tax returns filed by such occupants with Canada Customs and Revenue Agency for the most recent taxation year.</p> <p>(j) "Lands " means those lands and premises legally described in Item 2 of Part 1.</p> <p>(k) "LTO" means the Land Title Office.</p> <p>(l) "Mid-Market Income Level" means an amount equal to the Affordable Rent for a Mid-Market Rental Unit with respect to the proposed tenancy agreement, multiplied by 12 and divided by 0.3 (i.e. 30%).</p> <p>(m) "Market Rental Units " means all residential dwelling units in the New Building other than the Mid-Market Rental Units.</p> <p>(n) "Mid-Market Rental Units " means those residential dwellings designated by the Owner as Mid-Market Rental Units pursuant to this Agreement.</p> <p>(o) "Owner" means the person described in Item 5 of Part 1.</p> <p>(p) "Part 1" means the General Instrument - Part 1 (<i>Land Title Act Form C</i>) to which these Terms of Instrument are attached as Part 2.</p> </td></tr> </table>	8	<p>(1) 23 stories of rental residential housing (containing 166 dwelling units, with 18 of those dwelling units to be rented at less than market rates in accordance with the City's Housing Action Plan);</p> <p>(2) one storey of commercial units and amenity space; and</p> <p>(3) additional amenity space on the partial second storey; and</p> <p>(ii) the mixed use building already constructed on the Lands at the time of registration of this Agreement in the LTO (the "Existing Building "), comprised of ## stories containing ## residential units and a #-storey podium containing ## commercial units.</p> <p>(d) "City " means the the City of *****.</p> <p>(e) "Claims and Expenses " means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death.</p> <p>(f) "CPI" means the All- Items Consumer Price Index for City, Province published from time to time by Statistics Canada, or its successor in function.</p> <p>(g) "Daily Amount " means \$50.00 per day as of January 1, YYYY adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, YYYY, to January 1 of the year that a notice of default referred to Section 6.1 (b) is delivered to the Owner by the City.</p> <p>(h) "Household " means the individuals who occupy a Mid-Market Rental Unit.</p> <p>(i) "Household Income " means the aggregate of income from all sources of all the occupants of an Affordable Housing Unit, based on the tax returns filed by such occupants with Canada Customs and Revenue Agency for the most recent taxation year.</p> <p>(j) "Lands " means those lands and premises legally described in Item 2 of Part 1.</p> <p>(k) "LTO" means the Land Title Office.</p> <p>(l) "Mid-Market Income Level" means an amount equal to the Affordable Rent for a Mid-Market Rental Unit with respect to the proposed tenancy agreement, multiplied by 12 and divided by 0.3 (i.e. 30%).</p> <p>(m) "Market Rental Units " means all residential dwelling units in the New Building other than the Mid-Market Rental Units.</p> <p>(n) "Mid-Market Rental Units " means those residential dwellings designated by the Owner as Mid-Market Rental Units pursuant to this Agreement.</p> <p>(o) "Owner" means the person described in Item 5 of Part 1.</p> <p>(p) "Part 1" means the General Instrument - Part 1 (<i>Land Title Act Form C</i>) to which these Terms of Instrument are attached as Part 2.</p>
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8	Description of project – 166 market rental units with 18 non-market units
9	Continuation of Definitions

- (q) "Rental Purposes " means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in the *Residential Tenancy Act* (British Columbia).
- (r) "Rental Units " means all residential dwellings in the Buildings.
- (s) "Rent Charge " has the meaning set out in Section 6.1.
- (t) "Section 219 Covenant " means a covenant pursuant to Section 219 of the *Land Title Act* .
- (u) "Tenancy Agreement " means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Mid-Market Rental Unit.

10 1.2 INTERPRETATION

In this Agreement:

- a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement ;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement ;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation";
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) reference to "business day" means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (h) reference to "party" and "parties" means the one or more parties to this Agreement, as the context demands;
- (i) reference to a whole, for example, the "Lands", includes reference to a portion thereof ; and
- (j) unless expressly stated otherwise, the term "enactment" has the same meaning as under the *Interpretation Act* (British Columbia) and reference to a specific enactment shall be to that enactment, as amended or replaced from time to time, unless otherwise expressly provided.

10 Interpretation section providing clarification on general terms in the agreement

11 1.3 ACKNOWLEDGEMENTS

The Owner acknowledges that:

- (a) nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any enactment, including City bylaws, in respect of the use, subdivision and development of the Lands; and
- (b) nothing contained or implied in this Agreement will prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or other enactment, including City bylaws.

11 Acknowledgements to further assist in the interpretation of the agreement

12 2. SECTION 219 OF THE LAND TITLE ACT

2.1. Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the lands, that notwithstanding the enactment of the Rezoning Bylaw, the lands will be subdivided, used, built and used only in strict compliance with the terms and conditions of this Agreement.

2.2. Section 219 Indemnity

As an indemnity pursuant to section 219(6) of the *Land Title Act* (British Columbia), the Owner shall indemnify the City against all Claims and Expenses arising out of, in any way related to or that would not or could not be sustained but for, this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

2.3. Registration of the indemnity in the LTO

At the City's direction, the indemnity contained herein will be filed for registration in the LTO under a separate registration number from the Section 219 Covenant contained in this Agreement.

2.4. Release

The Owner hereby releases the City from all Claims and Expenses arising out of or in any way related to this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

2.5. Survival of release and indemnity

The indemnity and release in this Section 2 will survive any discharge, expiration, termination or cancellation of this Agreement.

12 These are terms for the Section 219 Covenant. In this example, the municipality has elected to incorporate the Housing Agreement into a Section 219 covenant

13 3. RENTAL UNITS

14 3.1. Rental Units

The Rental Units shall only be used for Rental Purposes.

3.2. No Subdivision

The Lands shall not be subdivided pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise without the prior written consent of the City, except that this Section 3.2 shall not prevent the Owner from proceeding to subdivide the Lands to create one or more air space parcels (but not strata lots), provided that each Building is entirely contained within a single air space parcel.

3.3. No Separate Sale or Transfer

In the event that the Lands are subdivided (pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise), in accordance with section 3.2, with the written consent of the City or in contravention of Section 3.2, the resulting parcels (including strata lots) shall not, without the prior written consent of the City, be sold or otherwise transferred separately unless such sale or transfer is in respect of a parcel containing the New Building, the Existing Building or both.

4. MID-MARKET RENTAL UNITS

15 4.1. Unit Designation

Eighteen of the Rental Units within the New Building shall be used, occupied and rented in accordance with the requirements of this Section 4 and shall constitute the Mid-Market Rental Units. Before using or occupying the New Building, and before issuance of an occupancy permit for the New Building, the Owner shall designate, in writing, to the City which the Rental Units in the New Building are the Mid-Market Rental Units.

4.2. Unit Mix

The Mid-Market Rental Units shall meet the following 'unit mix' requirements, and the Owner's designation under section 4.1 shall comply with such requirements :

- (a) Minimum of two three-bedroom units.
- (b) Minimum of six two-bedroom units.

16 4.3. Rent Restrictions & Tenure Requirements

- (a) Mid-Market Rental Units shall only be rented to and occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (b) Before entering into a Tenancy Agreement for a Mid-Market Rental Unit, the Owner shall:

13 We are now commencing the Key Terms sections of the Housing Agreement

14 The key terms begin with the tenure (rental)

15 Key terms related to the location of a particular type of non-market rental unit

16 Key terms related to rental charges and occupancy of the units

- (i) obtain from the prospective tenant, in writing, the names of all members of the Household that will occupy the Mid-Market Rental Unit;
 - (ii) obtain, from the prospective tenant, the tax returns filed with Canada Customs and Revenue Agency for the most recent taxation year for each individual identified under Section 4.3(a)(i) who was required to file a tax return for that taxation year; and
 - (iii) take such other steps as may be reasonably necessary, in the opinion of the Owner, to confirm that the Mid-Market Rental Unit shall be occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (c) If a Tenancy Agreement is entered into in respect of a Mid-Market Rental Unit, the Owner shall retain copies of all documents obtained pursuant to Section 4.3(b) and will make and retain records of any information obtained pursuant to Section 4.3(b) in respect of such tenancy for a period of no less than one year following the expiration or earlier termination of such Tenancy Agreement, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation, and the Owner shall, within 14 days following a request from the City from time to time, provide copies of such documents and records to the City, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation.
- (d) The Owner shall not enter into a Tenancy Agreement for a Mid-Market Rental Unit unless the requirements of Sections 4.3(b) and 4.3(c) have been satisfied in relation to such Tenancy Agreement. If those requirements have been satisfied, the Owner will have no liability to the City in the event that any information provided by the tenant to the Owner under Section 4.3(b) in relation to the Tenancy Agreements proves to be false or if the Household Income of the occupants of the Mid-Market Rental Unit increases during the term of the Tenancy Agreement.
- (e) The monthly rent payable for a Mid-Market Rental Unit shall not exceed the Affordable Rent, except that the Owner may increase the rent under a Tenancy Agreement in accordance with the provisions of the *Residential Tenancy Act* (British Columbia).
- (f) The Owner shall not require a tenant of a Mid-Market Rental Unit to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities and similar services, except in respect of the following:
- (i) any utilities not included in the Tenancy Agreement, including without limitation, television/cable, internet and telephone ;
 - (ii) any utilities for which individual meters are provided by the Owner, from time to time;
 - (iii) parking;

Continuation of key terms related to occupancy and rental charges for the Mid-Market units

- iv) storage lockers or other facilities;
- (v) use of storage lockers; and
- vi) booking for exclusive use of any common amenity spaces as may be made available for such booking by the Owner from time to time.
- (g) Mid-Market Rental Units shall be occupied only pursuant to a written Tenancy Agreement;
- (h) The initial term of every Tenancy Agreement for a Mid-Market Rental Unit shall be for 1 year.
- (i) Every Tenancy Agreement for a Mid-Market Rental Unit will identify all members of the Household and will stipulate that anyone not identified in such Tenancy Agreement will be prohibited from residing at the Mid-Market Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- (j) Every Tenancy Agreement for a Mid-Market Rental Unit shall provide that the tenant shall not sublease the Mid-Market Rental Unit or assign the Tenancy Agreement, without the consent of the Owner .
- (k) The Owner shall not consent to a sublease of a Mid-Market Rental Unit or to an assignment of a Tenancy Agreement in respect of a Mid-Market Rental Unit, except if the requirements of Sections 4.3(b) and (c) are first satisfied in relation to the proposed subtenant or assignee .
- (l) The Owner shall deliver a copy of every Tenancy Agreement in respect of a Mid-Market Rental Unit to the City within 14 days following a request from the City from time to time.
- (m) The restrictions under Sections 4.3(a), (b) and (c) shall not apply to a Tenancy Agreement in respect of a Mid-Market Rental Unit entered into within 6 months following the date of issuance of an occupancy permit for the New Building if the tenant under the Tenancy Agreement was a tenant of the Existing Building on the date of registration of this Agreement.
- (n) The requirements of this Section 4.3 shall cease to apply from and after the 10th anniversary of the date this Agreement is registered in the LTO.
- (o) The Owner shall, within 14 days following a written request from the City, but no more than once each calendar year, provide the City with a statutory declaration in a form determined by the City, sworn by the Owner, or by an officer or director of the Owner if the Owner is a corporation, before a commissioner for taking of affidavits for British Columbia under the *Evidence Act* (British Columbia) setting out the current monthly rent amounts for each Tenancy Agreement in respect of a Mid-Market Rental Unit as of the date of the statutory declaration.

Continuation of key terms related to occupancy and rental charges for the Mid-market units

4.4 Lease to Non-Profit Organization

- 19 Notwithstanding Section 4.3, the Owner may lease (by way of a signed, written lease) up to ## the Mid-Market Rental Units to a non-profit organization approved in writing by the City, for the purposes of providing affordable housing as determined by the non-profit organization or such other approved organization, which purposes shall be expressly stated in the lease, and if and for so long as a Mid-Market Rental Units is subject to such a lease, the restrictions under section 4.3 shall not apply to such Mid-Market Rental Unit. The Owner shall provide to the City a copy of every such lease, and every amendment thereto, promptly following the execution thereof.

5. DEFAULT AND REMEDIES

5.1.Default and remedies

- 20 (a) If the Owner fails to comply with any of its obligations under this Agreement, the City may notify the Owner in writing (at the address shown on title to the Lands in the LTO at the relevant time) that the Owner is in default, describe the default, and instruct the Owner to correct the default within 15 days of receiving the notice, or such longer period as the City may consider necessary to correct the default given the nature of the default (the "Cure Period").
- (b) Upon receipt of a notice from the City under Section 7.1 (a), the Owner will diligently proceed to correct the default within the Cure Period.
- 21 (c) The Owner agrees that the public interest in ensuring that all of the matters described in this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.
- (d) No reference to or exercise of any specific right or remedy by the City, shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.

5.2 City may perform Owner's obligations

Without limiting Section 5.1, if, following notice from the City under Section 5.1 (a), the Owner fails to correct the default within the Cure Period, the City may (but is not obligated to), upon giving to the Owner five days' prior written notice describing the default, or immediately in the case of an emergency, perform such obligations, for and on behalf of and at the sole cost of the Owner.

5.3 Owner will reimburse City for its costs

Upon receipt of written demand for same, the Owner will pay to the City all costs incurred by the City under Section 5.2, including a 30% administrative fee.

19 A number of non-market housing units are also provided in this project. The following key term relates to the lease between the Owner and the non-profit operator

20 Terms related to enforcement

21 Acknowledgement of public interest and in the event of a default, an injunction, specific performance or other specific relief would be favoured over financial relief

6. RENT CHARGE

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6.1 Rent Charge

- (a) The Lands are subject to a daily rent charge (the "Rent Charge"), payable by the Owner on the first of each calendar month (the "due date"), in the amount equal to the Daily Amount, which Rent Charge is deemed to accrue day to day, from and after the Rent Charge Default Date until the Default Correction Date (each as defined in subsection (b) below).
- (b) The Rent Charge shall abate against the Lands, and no amounts will accrue or be payable by the Owner thereunder, until such time (the "Rent Charge Default Date") as the Owner does not comply with section 4.3(e) in relation to a Mid-Market Rental Unit and the Owner does not, within Cure Period, correct that default by reducing the rent under the Tenancy Agreement to the Affordable Rent plus any increase permitted under the *Residential Tenancy Act* (British Columbia). For clarity, the Rent Charge shall to accrue on a day to day basis for every day that a default continues after Cure Period until the Owner has corrected that default by reducing the rent under the Tenancy Agreement to the Affordable Rent plus any increase permitted under the *Residential Tenancy Act* (British Columbia) (the "Default Correction Date").
- (c) Any arrears of Rent Charge shall bear interest from the due date until payment at the rate of eleven per cent (11 %) per annum and shall be a charge upon the Lands in the same manner as the Rent Charge hereby charged on the Lands.
- (d) The Rent Charge ranks prior to all other financial charges and encumbrances registered at any time against the Lands.
- (e) The Rent Charge is granted both under section 219(6)(b) of the *Land Title Act* (British Columbia) as an integral part of the Section 219 Covenant contained in this Agreement, and as a fee simple rent charge at common law.
- (f) The City may enforce and collect the Rent Charge by any combination or all of:
 - (i) an action against the Owner for the Rent Charge ;
 - (ii) distraint against the Lands to the extent of the Rent Charge ;
 - (iii) an action for appointment of receiver in respect of the Lands; or
 - (iv) an order for sale of the Lands.

22

Rent Charge provisions providing for financial relief as another means of enforcing the agreement if a default

23

7. GENERAL

7.1 Building manager

If the Owner retains a building manager in respect of the Building, the Owner shall instruct and ensure that the building manager complies with the terms of this Agreement .

23

General provisions section

7.2 Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

7.3 Runs with the Lands

The Section 219 Covenant (including the Rent Charge) herein will run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise .

7.4 Notice of Housing Agreement

This Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*. The Owner acknowledges that the City is required to file a notice of housing agreement in the LTO against title to the Land; and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under section 483 of the *Local Government Act*.

7.5 Limitation on Owner 's Obligations

In accordance with section 219(8) of the *Land Title Act* (British Columbia), a person is not liable for a breach of this Agreement occurring after that person has ceased to be an owner of the Lands.

7.6 Further Assurances

The parties will execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

7.7 Waiver

Waiver by the City of a default by the Owner will be in writing and will not be deemed to be a waiver of any subsequent or other default.

7.8 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7.9 Priority

The Owner will take all steps necessary to ensure that this Agreement is registered in the LTO in priority to all charges and encumbrances which may impair the covenants granted in this Agreement and, in any event, in priority to all financial charges .

7.10 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts and delivered via facsimile or email, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.

25 IN WITNESS OF THIS AGREEMENT the City and the Owner have executed this Agreement by signing the "Form C - General Instrument- Part 1" or "Form D - Executions Continued" attached hereto

25 Continuation of general provisions

26

26 When an agreement is not combined with a S.219 Covenant, the signatures are added here

11.2 SAMPLE HOUSING AGREEMENT – AFFORDABLE HOMEOWNERSHIP HOUSING

NOTE: This example agreement is for illustrative purposes only and is not a template.

HOUSING AGREEMENT

This Agreement dated for reference the day of _____, 20##.

BETWEEN:

STRATA CORPORATION _____

(hereinafter "Strata Corp")

AND:

CITY OF *****, a municipality incorporated under the *Municipal Act* and having its address
at *****

(hereinafter "the City")

WHEREAS:

- A. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;
- B. The Developer (hereinafter defined) is the registered owner of the Land (hereinafter defined);
- C. Strata Corp and the City wish to enter into this Agreement to provide for restricted affordable housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under s. 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the mutual promises contained herein, and of the payment of One (\$1) Dollar by the City to Strata Corp, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1. DEFINITIONS

1.1 Definitions. In this Agreement:

- a. "Agreement" means these standard charge terms together with the Form C under the Land Title (Transfer Forms) Regulations as amended and all schedules and addenda to the Form C charging the Land and citing these Standard Charge Terms.
- b. "Strata Corp" means Strata Corporation

- c. "Designated Unit" means each of the Strata title residential units specified in Schedule A to be designated and maintained as affordable housing units under the terms of this Agreement;
- d. "Designated Unit Agreement" means the agreement between the Designated Unit Owner from time to time and Strata Corp which may apply in the form attached as Schedule C to this Agreement;
- e. "Designated Unit Owner" means the registered owner in fee simple at any time of any Designated Unit located on the Lands;
- f. "Developer" means Strata Corp Ltd.;
- g. "Development" means the construction of the Project;
- h. "Discount Price First Sale" means, the price for the sale of the Designated Unit to the First Purchaser as set forth in the Form A Transfer for each of the Designated Units as filed in the LTO on account of the first transfer of each Designated Unit from the Developer to the First Purchaser which shall be a purchase price equal to twenty percent (20%) less than the initial sale price of a comparable sized Non-Designated Unit in the Project as determined by Strata Corp, to an arm's length bona fide purchaser to whom such comparable strata lot is first transferred to after the issuance of the occupancy permit for such comparable Non- Designated Unit. In addition to the Discount Price First Sale, the Developer will be entitled to charge the First Purchaser the net GST payable by the First Purchaser plus any additional costs and expenses requested by the applicable Qualified Purchaser and incurred by the Developer in the construction of the applicable Designated Unit which is over and above the initial specifications and costs for the construction of the applicable Designated Unit;
- i. "Discount Price Resale" means, at the time of any proposed sale or transfer, the Fair Market Value of a Designated Unit less twenty percent (20%) of that value;
- j. "Fair Market Value" of the Designated Unit means the value, as determined by a qualified appraiser approved by Strata Corp, which is the amount that would be paid for the fee simple interest in the Designated Unit by a willing buyer to a willing seller on the open market, for the interest unencumbered by:
 - i. a mortgage, debenture, trust deed, hypothec agreement or any other financial instrument which secures the payment of money or the performance of an obligation;
 - iii. a right to purchase under an agreement for sale;
 - iii. judgment for the payment of money;
 - iv. a lien under the *Builders Lien Act*;
 - v. any other financial encumbrance; or
 - vi. the Option, RFR or this Agreement;
- k. "First Purchaser" means the Qualified Purchaser to whom the Interest in a Designated Unit is first transferred after issuance of the occupancy permit for the Designated Unit by the City;

- l. "Lands" means the following property of which Strata Corp is the registered owner:
- m. "Non-Designated Units" has the meaning given to it in Section 4.1;
- n. "Option" means any option to purchase agreement between any Designated Unit Owner and Strata Corp, in favour of Strata Corp, as from time to time may be in existence in accordance with the terms of this Agreement:
- o. "Project" means the residential development to be constructed on the Lands by Strata Corp and which will contain Strata title residential units and common amenity areas;
- p. "Qualified Purchaser" means a prospective purchaser of any Designated Unit who meets the criteria set out in Schedule B of this Agreement: and
- q. "RFR" means any right of first refusal agreement between any Designated Unit Owner and Strata Corp, in favour of Strata Corp, as from time to time may be in existence in accordance with the terms of this Agreement.

2. TERM

2.1 Term. This Agreement shall commence upon the registration of this Agreement in the Land Title Office and remain in effect until terminated by the City, as set out in this Agreement.

3. SALE OF DESIGNATED UNITS

- 3.1. Sale Limitations. Strata Corp will not sell any Designated Unit to any person who is not a Qualified Purchaser. Strata Corp will not sell any Designated Unit for any amount greater than the Discount Price.
- 3.2. Agreement. Strata Corp will require, as a condition of sale to any Qualified Purchaser, that the Qualified Purchaser enter into a Designated Unit Agreement with Strata Corp.
- 3.3. Approved Sale Price. Strata Corp will not approve any sale price proposed by the Owner of any Designated Unit which exceeds the Discount Price Resale.
- 3.4. The Designated Unit Agreement/Sale of Designated Unit. Prior to the completion of any Sale or transfer of a Designated Unit, Strata Corp shall ensure that the owner of the Designated Unit causes the transferee of the Designated Unit to enter into an agreement with Strata Corp in the form of the Designated Unit Agreement, or with such amendments as may be approved in advance in writing by the City.

4. EXERCISE OF OPTION OR RFR

- 4.1. Registration of Option and/or RFR. Upon the sale of a Designated Unit to the First Purchaser, Strata Corp shall have the First Purchaser execute the Option and the RFR and register the Option and RFR against the title to such Designated Unit. If for any reason this Agreement or the Option or RFR is registered against title to one or more of the strata units ("Non-Designated Units") of the Project which are not Designated Units, the City shall upon request of the Developer take all steps necessary to discharge this Agreement from the title to such Non-Designated Unit(s).

4.2. Exercise of Option or Right of First Refusal. Strata Corp agrees not to exercise any Option or RFR it holds in respect of a Designated Unit unless the Designated Unit Owner is in default of his or her obligations under the Designated Unit Agreement, and fails (or a lender to a Designated Unit Owner fails) to cure such default within the times and other terms provided for therein.

4.3. Immediate Resale. Strata Corp agrees that, should it become the registered owner of a Designated Unit as a result of the exercise of an Option or RFR in respect of that Designated Unit, Strata Corp shall immediately list for sale or take all necessary steps to resell such Designated Unit to a Qualified Purchaser in accordance with the terms and conditions of the Designated Unit Agreement.

5. PERFORMANCE

5.1. Performance. Strata Corp agrees to perform its functions under this Agreement diligently and in good faith and to take all reasonable steps necessary to ensure that ownership of the Designated Units is restricted to Qualified Purchasers. Strata Corp agrees to take all reasonable steps to ensure the Qualified Purchaser complies with the terms of the Designated Unit Agreement.

5.2. Notice to the City. Strata Corp shall provide to the City a copy of any executed Designated Unit Agreement immediately following any sale or transfer of a Designated Unit, and shall, on request by the City, supply to the City copies of any documentation in the possession of Strata Corp which establishes that the owner or any prospective purchaser of a Designated Unit is a Qualified Purchaser.

6. ASSIGNMENT

6.1. No Assignment. Except as otherwise provided in this Agreement, neither this Agreement nor any rights, obligations or responsibilities under this Agreement, may be assigned by Strata Corp. Strata Corp agrees that any assignment not authorized by the City, in writing and in advance, shall be invalid.

6.2. Non-Profit Organization. Strata Corp may apply to the City for consent for Strata Corp to assign all its rights and obligations under this Agreement, an Option and/or RFR, to a charitable organization so registered under the *Income Tax Act* or to any other non-profit organization prepared to assume all the Obligations of Strata Corp in this Agreement, the Option and RFR. Strata Corp shall provide to the City all information requested by the City regarding any proposed registered charitable organization assignee or other proposed assignee. The City may, in its sole discretion, refuse consent for this Agreement, an Option or RFR to be assigned by Strata Corp to any registered charitable organization or any other non-profit organization and the City need not act reasonably in this determination.

6.3. Authorized Assignment. Strata Corp agrees that no authorized assignment by Strata Corp to a registered charitable organization, approved by the City, shall take effect unless and until the proposed assignee enters into an agreement with the City whereby the assignee covenants to perform all of the obligations of Strata Corp under this Agreement and any Option or RFR in respect of any Designated Unit.

6.4. Relief from Obligations. Upon acceptance by the City of a proposed assignee and the execution of the assignment agreement set out in Section 6.3 by the assignee, Strata Corp shall be relieved of any obligations under this Agreement and any Option or RFR assigned in respect of any Designated Unit arising subsequent to the effective date of the assignment agreement.

7. TERMINATION

- 7.1. City's Discretion. The City may, at its sole discretion and upon sixty (60) days' notice to Strata Corp, terminate this Agreement and provide for its discharge from title in respect of any Designated Unit.
- 7.2. Other Termination. At any time during the currency of this Agreement Strata Corp may apply to the City to terminate this Agreement. The City in its sole discretion may agree to terminate this Agreement. In the event that termination of this Agreement is approved by the City under this section, Strata Corp shall notify each Designated Unit Owner that the Designated Unit may at any time thereafter be sold at a price Fair Market Value, provided that
- a. a written contract of purchase and sale is entered into which expressly provides that the sale is conditional upon the written approval of Strata Corp;
 - b. Strata Corp determines on an independent basis that the proposed selling price for the Designated Unit is Fair Market Value, and provides its written approval to the Designated Unit Owner;
 - c. and the Designated Unit Owner pays to the City upon the completion of such sale an amount equal to the difference between the sale price and the Discount Price.
- 7.3. Discharge of Option and RFR. Strata Corp shall discharge any Option or RFR in respect of the Designated Unit subject to sale under Section 7.2 immediately following the completion of such sale of the Designated Unit.

8. CHANGE IN STATUS

- 8.1. Status of Strata Corp. If Strata Corp
- a. ceases to exist; or
 - b. materially defaults in the performance of its obligations under this Agreement and notice of such default is given by the City to Strata Corp, and Strata Corp fails to cure such default within 30 days;
- then all of the functions and obligations of Strata Corp under this Agreement, any Designated Unit Agreement, Option and RFR shall at the City's further election and in the case of subsection (b) upon written notice to Strata Corp thereupon be assumed by the City and all of the rights of Strata Corp under any such agreement shall thereupon be deemed to be assigned to the City, without the need for any further act or deed, provided the City provides the covenant set out in Section 6.7 of the Designated Unit Agreement.
- 8.2. the City May Assign. Following any assumption by the City of the rights and obligations of Strata Corp under this Agreement, any Designated Unit Agreement, Option or RFR, the City may, in its sole discretion and without limitation, assign these rights to any other person, corporation or non-profit organization, provided such assignee provides the covenant set out in Section 6.7 of the Designated Unit Agreement.

9. GENERAL PROVISIONS

9.1. Schedules. All schedules attached to this Agreement hereby form part of this Agreement as though contained in the body of this Agreement.

9.2. Further Assurances. The parties agree to execute any further documents, deliver any such further assurances, or do or cause to be done any further acts and things which may be reasonably necessary to give effect to the intent and purposes of this Agreement.

9.3. Governing Law. This Agreement shall be construed in accordance with the applicable laws of the Province of British Columbia.

9.4. Time is of the Essence. Time shall be of the essence in this Agreement.

9.5. Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

9.6. Notice. Any notice given by one party to another under this Agreement shall be deemed to have been given at such time as delivered to the address of any party referred to in this Agreement, or such other address as may be provided in writing from one party from time to time to the other party under this Agreement.

9.7. Covenant Runs With the Land. This Agreement burdens and runs with the Land.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing the Form C (attached hereto).

11.3 SAMPLE HOUSING AGREEMENT – SECURED MARKET RENTAL HOUSING

NOTE: This example agreement is for illustrative purposes only and is not a template.

RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 20_____.

BETWEEN:

(the “Owner”)

AND:

(the “City”)

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

1. DEFINITIONS

- a. **“Act”** means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- b. **“Affordable Rent”** means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the “Private Apartment Average Rents” for the corresponding bedroom type in the City as established by CMHC’s Housing Market Information Portal for the year the tenancy is entered into;
- c. **“Agreement”** means this agreement as amended from time to time;
- d. **“Commencement Date”** has the meaning set out in section 2.1 herein;
- e. **“Council”** means the municipal council for the City;
- f. **“CMHC”** means Canada Mortgage and Housing Corporation;

- g. **"Director of Planning"** means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- h. **"Dwelling Unit"** means a dwelling unit as defined in the City's Zoning Bylaw YYYY, No. ##### as amended from time to time;
- i. **"Lands"** means those lands and premises legally described as Parcel Identifier: ###-###-###
- j. **"Mid-Market Rental Units"** means Dwelling Units that are rented to tenants for Affordable Rent;
- k. **"Market Rental Units"** means Dwelling Units that are rented to tenants for market rental rates as set by the Owner;
- l. **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- m. **"Rental Units"** means the Market Rental Units and the Mid-Market Rental Units;
- n. **"Residential Building"** means the # storey building to be constructed on the Lands to be used for Rental Purposes with ### Dwelling Units, of which ### Dwelling Units will be Market Rental Units and ## Dwelling Units will be Mid-Market Rental Units;
- o. **"RT Act"** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- p. **"Rezoning Bylaw"** means the rezoning bylaw applicable to the Lands described as "Zoning Bylaw, YYYY, No. #####, Amendment Bylaw, YYYY, No. #####"; and
- q. **"Term"** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1. This Agreement will commence upon adoption by Council of "Housing Agreement Bylaw, YYYY, No. #####", (the **"Commencement Date"**) and will continue until the earlier of:
 - a. the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c); and
 - b. the 20th anniversary of the Commencement Date, (the "Term").
- 2.2. This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3. Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. USE OF LANDS

- 3.1. The Owner covenants and agrees with the City that during the term of this Agreement, notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- a. the Lands shall not be subdivided or stratified;
 - b. the Residential Building shall be used for Rental Purposes only; and
 - c. no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes.
- 3.2. The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

4. TENANCY RESTRICTIONS

- 4.1. The unit mix for Rental Units in the Residential Building shall be no fewer than # one-bedroom units, ## three-bedroom units, ## two-bedroom units, ## one-bedroom units and ## studio units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2. The ## Mid-Market Rental Units shall be provided in the following unit mix: ## studio units, ## one-bedroom units, ## two-bedroom units, and ## three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the ## Mid-Market Rental Units within the Residential Building.
- 4.3. The Owner shall enter into a minimum 1 year tenancy agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. After the Term has elapsed, when a tenancy of the Mid- Market Rental Unit is terminated in accordance with the RT Act, the Owner may rent the Mid- Market Rental Unit out at a market rental rate.
- 4.4. The Owner will notify the City when a tenancy of the Mid-Market Rental Unit is terminated in accordance with the RT Act and will notify the City when the Owner intends to rent the Mid-Market Rental Unit out at market rent.

5.0 OWNER'S OBLIGATIONS

5.1 Without limiting section 3.1 of this Agreement:

- a. Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
- b. Advertisement: the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;
- c. Tenant Selection: the Owner will determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested income qualification of a maximum household income determined by multiplying the low-end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. Tenants from the existing rental building on the Lands should be provided first right of refusal in the Mid-Market Rental Units, regardless of income. In determining financial eligibility, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- d. Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- e. Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- f. Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- g. Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal or upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1. The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the “**Notice**”) requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City’s Affordable Housing Reserve Fund.
- 6.3. The Owner will pay to the City on demand by the City all the City’s costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.4. The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.
- 6.5. Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 6.6. The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City’s rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City’s rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 6.7. No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

7.0 LIABILITY

- 7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- a. any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - b. the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2. Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 7.3. The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1. The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2. Nothing in this Agreement:
- a. affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
 - b. affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
 - c.. relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.
- 8.3 The Owner and the City agree that:
- a. this Agreement is entered into only for the benefit of the City;
 - b. this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and

- c. without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.
- 8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.
- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Act and as such will be binding on the Owner.
- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9. If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the

other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1. Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3. The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4. The words "must" and "will" are to be construed as imperative.
- 9.5. Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6. This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, YYYY, No. ####".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

IN WITNESS WHEREOF each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

11.4 SAMPLE HOUSING AGREEMENT – RENTAL UNITS IN A STRATA / MIXED TENURE HOUSING

NOTE: This example agreement is for illustrative purposes only and is not a template.

HOUSING AGREEMENT

(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference DD,MM,YYYY

BETWEEN:

(the “**Owner**”)

AND:

(the “**City**”)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following words have the following meanings:

- a. “**Affordable Housing Strategy**” means the ***** Affordable Housing Strategy approved by the City on MM, DD, YYYY, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;

- b. **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- c. **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- d. **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- e. **"City"** means the City of *****;
- f. **"Commercial Users"** means the owners, tenants and employees of, and visitors and guests to, businesses and non-residential spaces located on the Lands (including, without limitation, the hotel to be constructed on the Lands as part of the Development), including employees and/or contractors working for the benefit of the Affordable Housing Units, but excluding businesses carried out within a Dwelling Unit, and excluding residents or occupants of Dwelling Units or Affordable Housing Units;
- g. **"CPI"** means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;
- h. **"Daily Amount"** means \$100.00 per day as of January 1, YYYY adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, YYYY, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- i. **"Development"** means the two-tower, high-density, mixed-use residential and commercial development to be constructed on the Lands;
- j. **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- k. **"Director of Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- l. **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

m. **"Eligible Tenant"** means a Family having a cumulative annual income of:

- i. in respect to a bachelor unit, \$34,650 or less;
- ii. in respect to a one-bedroom unit, \$38,250 or less;
- iii. in respect to a two-bedroom unit, \$46,500 or less; or
- iv. in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, YYYY, the annual incomes set-out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

n. **"Family"** means:

- i. a person;
- ii. two or more persons related by blood, marriage or adoption; or
- iii. a group of not more than 6 persons who are not related by blood, marriage or adoption

o. **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands, dated for reference , YYYY, and registered under number CA. , as it may be amended or replaced from time to time;

p. **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

q. **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

r. **"Lands"** means PID ###-###-###;

s. **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

t. **"LTO"** means the Land Title Office or its successor;

u. **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;

v. **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;

w. **"Permitted Rent"** means no greater than:

i. \$811.00 a month for a bachelor unit;

ii. \$975.00 a month for a one-bedroom unit;

iii. \$1,162.00 a month for a two-bedroom unit; and

iv. \$1,480.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, YYYY of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In

the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

x. **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

y. **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

z. **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

aa. **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;

bb. **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

cc. **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- f. the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- g. time is of the essence;
- h. all provisions are to be interpreted as always speaking;
- i. reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- j. U) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- k. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1.** The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2.** Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3.** The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4.** The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- a. be issued with a Development Permit (except for parking) unless the Development Permit includes the Affordable Housing Units;
 - b. be issued with a Building Permit (except for parking) unless the Building Permit includes the Affordable Housing Units; and
 - c. occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building (except for parking), in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Dwelling Unit or building (except for parking) constructed on the Lands until all of the following conditions are satisfied:
 - i. the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii. the Affordable Housing Units have received final building permit inspection granting occupancy; and
 - iii. the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1** The Owner may sub-contract the operation and management of the Affordable Housing Units to a qualified and reputable non-profit provider of affordable housing, provided that any such subcontract and non-profit affordable housing provider is pre-approved by the Manager, Community Social Development or other authorized City personnel, in their sole discretion.
- 3.2** The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned, except where the Owner believes, acting reasonably, that refusing to consent to a sublease or assignment would be a breach of its obligations under the *Residential Tenancy Act* (British Columbia), and provided such sublease or assignment is to an Eligible Tenant.
- 3.3** If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than ### (#) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than ### (#) Affordable Housing Units.
- 3.4** If the Owner sells or transfers one (1) or more Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.5** The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- a. the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - b. the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - c. the Owner will allow the Tenant of an Affordable Housing Unit and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces that are available for use by, and on the same terms and conditions as, the owners, tenants or other permitted occupants of all strata lots which are not Affordable Housing Units and that are located in the strata plan for the Dwelling Units (which, for certainty, excludes all facilities and amenities reserved for the exclusive use of the Commercial Users), all in accordance with the bylaws and rules and regulations of the applicable strata corporation, provided that such bylaws and rules and regulations of the applicable strata corporation do not conflict with Article 5 of this Agreement;

- d. the Owner will not require the Tenant or any permitted occupant of an Affordable Housing Unit to pay any:
 - i. move-in/move-out fees, strata fees, strata property contingency reserve fees; or
 - ii. extra charges or fees for:
 - A. use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking; bicycle storage, electric vehicle charging stations or related facilities, which the Owner is required pursuant to the Development Permit or any agreement with the City to make available to the Tenant or permitted occupants of an Affordable Housing Unit (for greater certainty, whether on an exclusive or shared basis); or
 - B. sanitary sewer, storm sewer, water, other utilities, property or similar tax,

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- e. the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- f. the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- g. the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - i. an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - ii. the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(m) of this Agreement;
 - iii. the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - iv. the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - v. the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, without the prior written consent of the Owner,

and in the case of each breach., the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(m) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.5(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- h. the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- i. the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.6 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4

DEMOLITION OF AFFORDABLE HOUSING UNIT

4.1 The Owner will not demolish an Affordable Housing Unit unless:

- a. the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- b. the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this' Agreement.

ARTICLE 5

STRATA CORPORATION BYLAWS

- 5.1** Subject to discharge in accordance with Section 7.1(c), this Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2** Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3** No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4** No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5** No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities, notwithstanding that the Strata Corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6** The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6

DEFAULT AND REMEDIES

- 6.1** The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2** The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- a. this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- b. where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- c. where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided (including, for greater certainty, by way of air space subdivision), to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.4. Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- a. any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- b. the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- c. the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- d. without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- a. construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- b. the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- c. the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement, but only, for greater certainty, to the extent such obligations arose prior to such termination or discharge.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

- a. affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- b. impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- c. affect or limit any enactment relating to the use or subdivision of the Lands; or
- d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

- a. this Agreement is entered into only for the benefit of the City;
- b. this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- c. the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.12 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO and in the case of the City addressed:

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.13 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.14 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.15 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.18 Covenant Runs with the Lands

Subject to discharge in accordance with Section 7.1(c), this Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

7.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.20 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

7.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

7.22 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

7.23 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

7.24 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

11.5 SAMPLE HOUSING AGREEMENT - NON-PROFIT HOUSING

NOTE: This example agreement is for illustrative purposes only and is not a template.

HOUSING AGREEMENT AND COVENANT

(Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT is dated for reference the DDth day of MMM, YYYY is:

BETWEEN:

(the "Owner")

AND:

(the "City")

AND:

(the "Lessee")

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of the City in respect of the use of land and construction on land;
- C. The Owner is the Owner of the Lands, and the Owner and the Lessee have entered into or intend to enter into the Ground Lease;
- D. The Lessee proposes to construct a residential building (the "Building") containing a total of # units (the "Secured Rental Units"), and operate the Secured Rental Units as affordable rental accommodation all as more particularly described in the Ground Lease; and
- E. The City, the Owner and the Lessee wish to enter into this Agreement (as hereinafter defined) to provide long-term affordable rental housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner, the Lessee and the City covenant and agree with each other pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. Definitions – In this Agreement, the following words have the following meanings:

- a. "Agreement" means this agreement together with all Land Title Office forms, schedules, appendices, attachments and priority agreements attached hereto;
- b. "Dwelling Unit" means one or more rooms in a building that are used, or constructed so as to be capable of being used, for the residential use of a single household, and containing common access, one kitchen, and eating, sleeping and living areas, and where the context permits, a Secured Rental Unit;
- c. "Eligible" means a Tenant, who, at the time he or she enters into a Tenancy Agreement, has a net family income which is equal to, or less than, the income specified by the Housing Income Limits as established from time to time by BC Housing for a unit in the "Planning Area";
- d. "Ground Lease" means a lease of the Lands from the City to the Lessee, as such lease may be amended, renewed or extended from time to time;
- e. "Income Assistance" means financial assistance received from the Provincial Government of British Columbia for individuals or households under the Income Assistance or Disability Assistance programs, as regulated by the *Employment and Assistance Act* or regulations thereunder, and/or the *Employment and Assistance for Persons with Disabilities Act* and regulations thereunder;
- f. "Interpretation Act" means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- g. "Lands" means the following lands and premises situate in the City
PID: ###-###-###

Legal Description:
- h. "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- i. "Local Government Act" means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- j. "LTO" means the ***** Land Title Office or its successor;
- k. "Residential Tenancy Act" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- l. "Secured Rental Unit" means any of the Dwelling Units to be constructed on the Lands;
- m. "Strata Property Act" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

- n. "Subdivide" means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise;
- o. "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Secured Rental Unit, but does not include the Ground Lease; and
- p. "Tenant" means an occupant of a Secured Rental Unit by way of a Tenancy Agreement.

1.2. Interpretation – In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- g. time is of the essence;
- h. all provisions are to be interpreted as always speaking;
- i. reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;
- j. reference to a "day", "month", or "year" is a reference to a calendar day, calendar month, calendar or calendar year, as the case may be, unless otherwise expressly provided; and
- k. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2 USE AND CONSTRUCTION OF LANDS AND SECURED RENTAL UNITS

- 2.1 Use and Construction of Lands** – The Owner and the Lessee covenants and agrees that the Lands will not be developed and no building or structure will be constructed or used on the Lands unless as part of the development, construction, or use of any such building or structure, the Owner and the Lessee also designs and constructs to completion, in accordance with a building permit issued by the City, any development permit issued by the City and, if applicable, any rezoning consideration applicable to the development on the Lands, at least # Secured Rental Units, of which all # units shall contain two bedrooms.
- 2.2 Short-term Rentals Prohibited** – The Owner and the Lessees agrees that no Secured Rental Unit may be rented to or tenanted by any person for a term of less than thirty (30) days.
- 2.2 Requirement for Statutory Declaration** – Within thirty (30) days after receiving notice from the City, the Lessee must, in respect of each Secured Rental Unit, provide to the City a statutory declaration, substantially in the form (with, in the City's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Lessee, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Secured Rental Unit no more than once in any calendar year; provided, however, notwithstanding that the Lessee may have already provided such statutory declaration in the particular calendar year, the City may request and the Lessee shall provide to the City such further statutory declarations as requested by the City in respect to a Secured Rental Unit if, in the City's absolute determination, the City believes that the Lessee is in breach of any of its obligations under this Agreement.
- 2.2 City Authorized to Make Inquiries** – The Lessee hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Lessee is complying with this Agreement.
- 2.5 Termination** – If the Owner is the City, this Agreement expires and is of no force and effect on and after the Ground Lease, including any renewal terms, has been terminated or expires.

ARTICLE 3 USE OF SECURED RENTAL UNITS

- 3.1 Use of Secured Rental Units** – The Owner and the Lessee agree that each Secured Rental Unit may only be used as a residence occupied by a Tenant who is Eligible.
- 3.2 Tenant Screening and Records** – The Owner and the Lessee covenant and agree with the City as follow:
- the Lessee shall review income of a prospective Tenant at the commencement of each Tenancy to determine whether the prospective Tenant is Eligible, and to determine rent payable in accordance with section 3.4;
 - the Lessee shall maintain a system of records indicating the incomes of and rent paid by each past and current Tenant; and
 - the Lessee shall, in selecting Tenants, give priority to households comprised of single mothers and their children.

3.3 Occupancy and Tenure of Secured Rental Units – The Owner and the Lessee must not rent, lease, license or otherwise permit occupancy of any Secured Rental Unit except in accordance with the following additional conditions:

- a. the Secured Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
- b. every Tenancy Agreement shall be a fixed term tenancy for a period of up to twelve months, which tenancy shall require the Tenant to vacate the Secured Rental Unit on or before the date the tenancy ends, unless on the date that is 30 days before the end of the tenancy, the Tenant is Eligible, in which case the Tenant and the Lessee may enter into a new fixed term Tenancy Agreement with rent payable in accordance with section 3.4;
- c. the Lessee will not require the Tenant or any permitted occupant to pay any extra charges or fees for sanitary sewer, storm sewer, water or property or similar tax;
- d. the Lessee will attach a copy of this Agreement to every Tenancy Agreement;
- e. the Lessee will not require the Tenant to pay any additional fee for, nor prevent or prohibit Tenants from accessing any common areas or amenities within the Building or on the Lands; and
- f. the Lessee will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.4 Rental Rates of Secured Rental Units – The Lessee shall charge Rental Rates for each Secured Rental Unit as follows:

- a. where a Tenant receives only Income Assistance, rent will be no greater than the shelter portion of that Tenant's Income Assistance;
- b. where a Tenant receives employment income or income from sources other than or in addition to Income Assistance, rent will be no greater than the lesser of:
 - i. 70% of the Housing Income Limit rate, or
 - ii. 30% of the Tenant's total income as declared by the Tenant to the Owner and the Lessee from time to time, but no less often than once every six months; and
- c. notwithstanding (a) and (b) above, the Lessee may make application to the City to amend the rental rates should financial circumstances of the Lessee warrant.

3.5 Tenant to Vacate Rental Unit Upon Termination – If the Lessee has terminated any Tenancy Agreement, then the Lessee shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Secured Rental Unit to vacate the Secured Rental Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF SECURED RENTAL UNIT

4.1 Demolition – The Owner and the Lessee will not demolish a Secured Rental Unit unless:

- a. the Lessee has obtained the written opinion of a professional engineer or architect who is at arm's length to the Lessee that it is no longer reasonable or practical to repair or replace any structural component of the Secured Rental Unit, and the Lessee has delivered to the City a copy of the engineer's or architect's report; or
- b. the Secured Rental Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City, in its sole discretion,

and, in each case, a demolition permit for the Secured Rental Unit has been issued by the City and the Secured Rental Unit has been demolished under that permit.

Following demolition, the Owner and the Lessee will use and occupy any replacement Dwelling Unit in compliance with this Agreement to the same extent and in the same manner as this Agreement applies to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Secured Rental Unit in accordance with this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 Housing Agreement – The Owner and the Lessee acknowledges and agrees that:

- a. this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
- b. the City may file notice of, and register, this Agreement in the LTO pursuant to section 483 of the *Local Government Act* against the title to the Lands.

5.2 Modification – This Agreement may be modified or amended from time to time, by consent of the Owner and the Lessee and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner and the Lessee

5.3 Management – The Owner and the Lessee covenants and agrees with the City that:

- a. the Secured Rental Units will be managed and operated by a non-profit or charitable organization with a mission related to and experience in the provision of affordable housing, and without limiting the foregoing, the Lessee may engage the services of a third party property manager if required;
- b. the Lessee shall furnish good and efficient management of the Secured Rental Units;
- c. the Lessee shall permit representatives of the City to inspect the Secured Rental Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*;
- d. the Lessee shall maintain the Secured Rental Units in a good state of repair and fit for habitation;

- e. the Lessee shall comply with all laws, including health and safety standards applicable to the Lands, and without limiting the generality of the foregoing, including the *Residential Tenancy Act*; and
- f. in the event that the Lessee wishes to cease operation or management of the Secured Rental Units, the operation and management will be transferred to a non-profit housing society with similar objectives as the Lessee, subject to written approval of the City, acting reasonably.

5.4 Indemnity – The Owner and the Lessee, each on their on behalf, will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- a. any negligent act or omission of the Owner and the Lessee, or its officers, directors, agents, contractors or other persons for whom at law the Owner and the Lessee is responsible relating to this Agreement;
- b. the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Secured Rental Unit or the enforcement of any Tenancy Agreement; or
- c. without limitation, any legal or equitable wrong on the part of the Owner and the Lessee or any breach of this Agreement by the Owner and the Lessee.

5.5 Release – The Owner and the Lessee, each on their own behalf, hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- a. construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Secured Rental Unit under this Agreement; or
- b. the exercise by the City of any of its rights under this Agreement.

5.6 Assignment – The Lessee may not assign this Agreement, except to the Provincial Rental Housing Corporation, and only with the written approval of the City, acting reasonably where the Lessee.

5.7 Survival – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

5.8 City's Powers Unaffected – This Agreement does not:

- a. affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- b. impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- c. affect or limit any enactment relating to the use or subdivision of the Lands; or

- d. relieve the Owner and the Lessee from complying with any enactment, including in relation to the use or subdivision of the Lands.

5.9 Agreement for Benefit of City Only – The Owner and the Lessee and the City agree that:

- a. this Agreement is entered into only for the benefit of the City;
- b. this Agreement is not intended to protect the interests of the Owner and the Lessee, any Tenant, or any future Owner and the Lessee, lessee, occupier or user of the Lands or the building or any portion thereof, including any Secured Rental Unit; and
- c. the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner and the Lessee.

5.10 No Public Law Duty – Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner and the Lessee agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

5.11 Notice – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner and the Lessee set out in the records at the LTO, and in the case of the City addressed to:

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

5.12 Enuring Effect – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.13 Severability – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

5.14 Waiver – All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

5.15 Whole Agreement – This Agreement, and any documents signed by the Owner and the Lessee contemplated by this Agreement, represent the whole agreement between the City and the Owner and the Lessee respecting the use and occupation of the Secured Rental Unit, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in or contemplated by this Agreement.

5.16 Further Assurance – Upon request by the City the Lessee will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

5.17 Agreement Runs with Lands – This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner and the Lessee for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

5.18 Equitable Remedies – The Owner and the Lessee acknowledges and agrees that damages would be an inadequate remedy for the City for any 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.

5.19 No Joint Venture – Nothing in this Agreement will constitute the Owner and the Lessee as the agent, joint venturer, or partner of the City or give the Owner and the Lessee any authority to bind the City in any way.

5.20 Applicable Law – The laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

5.21 Owner's Liability – For so long as the City of ***** is the registered owner of the Lands, the City shall have no liability to the Lessee, any operator or funder or anyone else for any of the obligations of the "Owner" under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C and D which is attached to and forms part of this Agreement

11.6 SAMPLE HOUSING AGREEMENT – SPECIAL NEEDS HOUSING

NOTE: This example agreement is for illustrative purposes only and is not a template.

RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the <> day of <>, YYYY. BETWEEN:

(the "Owner")

AND:

(the "City")

WHEREAS:

A.The Owner is the registered and beneficial owner of the Lands.

B.The City is a municipal corporation incorporated pursuant to the Act.

C.As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.

D.Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

1. DEFINITIONS

- a. "**Act**" means the *Local Government Act*, RSBC. 2015 c.1 as amended or replaced from time to time;
- b. "**Affordable Housing Unit**" means a Dwelling Unit occupied by a tenant for Rental Purposes at Affordable Rent;
- c. "**Affordable Rent**" means rent (exclusive of taxes and utility fees) that is the higher of the following:
 - i. \$###/month; and
 - ii. market rent for a comparable Dwelling Unit, provided, however, that it does not exceed thirty percent (30%) of the total household income of the residents of the unit from all sources (including government rent subsidies);

- d. **"Agreement"** means this agreement as amended from time to time;
- e. **"Commencement Date"** has the meaning set out in section 2.1 herein;
- f. **"Council"** means the municipal council for the City;
- c. **"Director of Planning and Development"** means the chief administrator of the Department of Planning and Development of the City and his or her successors in function and their respective nominees;
- d. **"Dwelling Unit"** means a dwelling unit as defined in the City's "Zoning Bylaw, YYYY, No. ####", as amended from time to time;
- e. **"Lands"** means those lands and premises described in Schedule A;
- f. **"Market Rental Unit"** means a Dwelling Unit occupied by a tenant for Rental Purposes at market rates, as set by the Owner;
- g. **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- h. **"Rental Units"** means the Market Rental Units and the Affordable Housing Units;
- i. **"Residential Building"** means the #- storey residential building to be constructed on the Lands to be used for Rental Purposes with # Dwelling Units, of which # Dwelling Units will be Market Rental Units and # Dwelling Units will be Affordable Housing Units;
- j. **"RT Act"** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- k. **"Rezoning Bylaw"** means the rezoning bylaw applicable to the Lands described as "Zoning Bylaw, YYYY, No. ####, Amendment Bylaw, YYYY, No. ####"; and
- l. **"Term"** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by Council for the Physically Disabled "Housing Agreement Bylaw, YYYY, No. ####", (the "Commencement Date") and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(d) (the "Term").
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. USE AND TENANCY RESTRICTIONS

- 3.1 The Owner covenants and agrees with the City that during the term of this Agreement, notwithstanding the Rezoning Bylaw, the Lands will be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- a. the Lands will not be subdivided or stratified in any manner;
 - b. all Dwelling Units in the Residential Building will be used for Rental Purposes only;
 - c. the Residential Building will contain at least ## Affordable Housing Units; and
 - d. all Affordable Housing Units in the Residential Building will be wheelchair accessible, to the satisfaction of the City.
- 3.2 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Units except in accordance with the following conditions:
- a. the Affordable Housing Unit will be used or occupied only pursuant to a tenancy agreement under RT Act, as may be amended or replaced from time to time;
 - b. the monthly rent payable for the Affordable Housing Unit will not exceed the Affordable Rent; and
 - c. the Owner will not permit an Affordable Housing Unit to be subleased or assigned, except at Affordable Rent, in accordance with this Agreement.
- 3.3 The Owner shall ensure that all tenants and occupants of the Residential Building, including tenants and occupants of the Affordable Housing Units, have equal access to all indoor and outdoor common amenities in the Residential Building.
- 3.4 The Owner hereby authorizes the City to make such investigations as the City deems necessary from time to time to confirm that the Owner is complying with this Agreement.
- 3.5 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building will be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

4. LOCATION OF AFFORDABLE HOUSING UNITS

- 4.1 The Owner will be entitled to determine the location of the ## Affordable Housing Units within the Residential Building.

5. OWNER'S OBLIGATIONS

- 5.1 The Owner will manage and administer the Residential Building in accordance with the following requirements:
- a. **Management and administration:** the Owner will be fully responsible for the management, and administration of the Rental Units, including all associated costs, unless otherwise approved by the City in writing;

- b. **Advertisement:** the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of the Affordable Housing Units;
 - c. **Compliance with applicable laws:** the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
 - d. **Performance:** the Owner will perform its obligations under this Agreement diligently and in good faith;
 - e. **Evidence of compliance:** provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement;
 - f. **Maintenance:** the Owner will maintain the Lands and the Residential Building in a fit, clean and habitable condition at all times and ensure the Lands and the Residential Building meet all applicable standards of any provincial, municipal or other applicable laws or enactments, including the Building Code requirements. The Owner will immediately perform or cause to be performed any repair work necessary to keep the Lands in a fit, clean and habitable condition.
- 5.2 It is the intent of the parties that the Affordable Housing Units will be rented to low income individuals and families. To that effect, unless otherwise permitted by the City in writing in advance, the Owner will ensure that the Affordable Housing Units are at all time managed and administered by one non-profit organization having as one of its objective the provision of affordable housing in the City of *****.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner will act with diligence to correct the default within the time specified.
- 6.2 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.3 The Owner acknowledges and agrees that monetary compensation may not be sufficient to remedy a breach of this Agreement.
- 6.4 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 6.5 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out.
- 6.6 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or

remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.

7. LIABILITY

7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of one or more of the following:

- a. any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
- b. the Owner complying with its obligations under this Agreement;
- c. the Owner defaulting on its obligations under this Agreement;
- d. the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes; and
- e. the City exercising its rights under this Agreement.

7.2 Except to the extent of negligence of the City or its employees, agents or contractors, the Owner hereby releases and forever discharges the City, its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of one or more of the following:

- a. any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
- b. the Owner complying with its obligations under this Agreement;
- c. the Owner defaulting on its obligations under this Agreement;
- d. the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes; and
- e. the City exercising its rights under this Agreement.

7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.

8.2 Nothing in this Agreement:

- a. affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- b. affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- c. relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.3 The Owner and the City agree that:

- a. this Agreement is entered into only for the benefit of the City;
- b. the Owner is not entitled and will not claim any compensation from the City for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly by operation of this Agreement;
- c. this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units; and
- d. without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.

8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.

8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Act and as such will be binding on the Owner and its successors in title.

8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.

- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City:

Owner:

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may

designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words “must” and “will” are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to “Housing Agreement Bylaw, YYYY, No. #####”.
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.
- 9.9 Schedule A is attached and forms part of this Agreement.

IN WITNESS WHEREOF each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

11.7 SAMPLE STATUTORY DECLARATION

NOTE: This example agreement is for illustrative purposes only and is not a template.

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or the authorized signatory of the Lessee of ### Street Name, (the "Lands"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Lands.
3. For the period from _____ to _____ the Lands were occupied only by the tenants whose names and current addresses appear below:

Tenant Name(s)	Tenant Address	Tenant Phone Number	Rent Paid by Tenant

4. The Lessee has agreed to comply with the Lessee's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the Lands and I confirm that the Lessee has complied with the Lessee's obligations under the Housing Agreement.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____]

_____, in the Province of _____]

British Columbia, this _____ day of _____]

_____, 20_____.]

DECLARANT

A Commissioner for Taking Affidavits
in the Province of British Columbia



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HUGE SALE





To: Regional Planning Committee

From: Heather McNell, General Manager, Regional Planning and Housing Services

Date: April 3, 2020 Meeting Date: May 1, 2020

Subject: **Manager's Report**

RECOMMENDATION

That the Regional Planning Committee receive for information the report dated April 3, 2020, titled "Manager's Report."

Regional Planning Committee 2020 Work Plan

The Regional Planning Committee's Work Plan for 2020 is attached to this report (Attachment). The status of work program elements is indicated as pending, in progress, ongoing or complete. The listing is updated as needed to include new issues that arise, items requested by the Committee, and changes to the schedule.

Hey Neighbour Collective Project Support

Through the 2020 Board approved Regional Planning Budget, Metro Vancouver has committed a one-time contribution of \$5,000 in research funding support to the Hey Neighbour Collective project. The Hey Neighbour Collective is a three-year collaborative initiative focused on researching ways to increase social connectedness and resilience in multi-unit rental housing throughout BC's urban communities. It brings together housing providers, researchers, local and regional governments, housing associations and health authorities to experiment with and learn about ways to build community and resilience in BC's fast-growing vertical communities. SFU Morris J Wosk Centre for Dialogue will be the coordinating body responsible for the administration of the Hey Neighbour Collective project.

The Hey Neighbour Collective research team will collaborate to produce a Brief on Policy Issues, including barriers, opportunities, and recommended leading practices, which have been highlighted during coordinated sessions with program partners (including Catalyst, Brightside, Concert, SHIFT/Connect & Prepare, CAPREIT, and others to be identified), larger discussions with Hey Neighbour's other partners (including Metro Vancouver), and from a planned multi-stakeholder invitational dialogue event. The Brief will include recommended leading practices for increasing social connectedness and resilience in higher density urban communities, specifically through engagement of residents, landlord and property managers in multi-unit rental housing. The Brief and key learnings will inform Metro Vancouver's *Metro 2040* Complete Communities Policy Review and other related policy research initiatives being undertaken as part of the update to the regional growth strategy. The Brief is intended to be presented to the RPAC Social Issues Subcommittee, the Regional Planning Advisory Committee, Regional Planning Committee, and the MVRD Board in the fall of 2020.

Project partners are now developing strategies to gather data and learnings from the COVID-19 pandemic as it impacts housing partner communities. Staff are hopeful that key learnings from the

Hey Neighbour Collective Project will help in the development of social resiliency strategies for Urban Centres, Frequent Transit Development Areas, and other higher density communities in the region.

Food Flows in Metro Vancouver

In December 2019, Metro Vancouver hired Davies Transportation Consulting Inc. to conduct a "Food Flows in Metro Vancouver" study. The purpose of the study was to find out how food moves across the region, identify vulnerabilities in the food distribution systems, and inform regional land use planning and emergency management. The results will also assist governments in responding to unanticipated disruptions to good movements, transportation infrastructure and the impacts of climate change. Metro Vancouver food flows refers to *all* food crossing the regional district boundaries.

The information in the report includes the types of commodities that are imported and exported (volume and dollar value) into the region, or travelling through, as well as the methods used to transport the food and the key entry and exit locations into the region. This is an important study as there is a lack of accurate data on transportation flows within Canada; information from multiple sources was integrated to provide estimates of total Metro Vancouver food flows.

Staff will be providing a report at the June 12, 2020 Regional Planning Committee meeting, and Philip Davies will attend as an invited presentation to present the study results. Staff is providing an update in this Manager's Report as Metro Vancouver has been approached by EMBC seeking early use of the study and data to support their work on responding to COVID-19. Staff are distributing the study report to provincial staff at Emergency Management BC by the end of April to support their efforts and understanding of the distribution of food throughout the region.

Attachment

Regional Planning Committee 2020 Work Plan

37775503

Regional Planning Committee 2020 Work Plan

Report Date: April 3, 2020

Priorities

1 st Quarter	Status
Metro 2040 UC + FTDA Policy Review - Policy Recommendations	Referred
Metro 2040 Agriculture Policy Review - Update	Complete
Metro 2040 Environment Policy Review - Update	Complete
Metro 2040 Housing Policy Review – Discussion Paper	Complete
Metro 2040 Rural Policy Review – Scope of Work	Complete
Metro 2040 Transport Policy Review – Scope of Work	Complete
Metro 2040 Industrial and Mixed Employment Policy Review – Scope of Work	Complete
Metro 2040 Climate and Natural Hazards Policy Review – Scope of Work	Complete
Housing Data Book Refresh – Scope of Work	In Progress
Metro 2040 Equity in Growth Management – Phase 2 Scope of Work	Complete
Metro 2050 – Progress Report	Complete
Scott Road Corridor Study – Project Initiation	Pending
Where Matters II – Project Initiation	In Progress
Hey Neighbour – Project Initiation	Complete
Respond to Proposed Amendments to Metro 2040	Complete
For information: <ul style="list-style-type: none"> • What Works: Securing Affordable / Special Needs Housing Agreements • Metro Vancouver Housing 10 Year Plan - Update • Metro Vancouver Housing - Expression of Interest for Member Jurisdictions • Climate 2050 Discussion Paper – Agriculture • Climate 2050 Discussion Paper – Nature and Ecosystems 	
2 nd Quarter	
Metro 2040 Environment Policy Review – Policy Options	In Progress
Metro 2040 Housing Policy Review - Forum Results and Policy Options	In Progress
Metro 2040 Implementation Section Review – Policy Options	In Progress
Metro 2040 Complete Communities Policy Review – Policy Options	In Progress
Metro 2040 Climate and Natural Hazards Policy Review – Policy Options	In Progress
Metro 2040 Transport Policy Review – Policy Options	In Progress
Metro 2040 Industrial and Mixed Employment Policy Review – Policy Options	In Progress
Land Value Capture Study – Findings and Recommendations	In Progress
TOAH Fund – Recommendations for Fund Design	In Progress
Metro 2050 – Progress Report	Pending
Regional Food Flow Study	In Progress
Respond to Proposed Amendments to Metro 2040	Ongoing

<p>For information:</p> <ul style="list-style-type: none"> • Design and Development Guidelines: Temporary Accommodation for Tenants • Displaced by Redevelopment – Final Report • Metro Vancouver Housing - Redevelopment Plan – Update 	
3rd Quarter	
Metro 2040 Projections – Consultation Report	Pending
Metro 2040 Environment Policy Review – Recommendations	Pending
Metro 2040 Transport Policy Review – Recommendations	Pending
Metro 2040 Climate and Natural Hazards Policy Review – Recommendations	Pending
Metro 2040 Rural Policy Review – Recommendations	Pending
Metro 2040 Implementation Section Review – Recommendations	Pending
Metro 2040 Housing Policy Review – Recommendations	Pending
Metro 2040 Industrial and Mixed Employment Policy Review – Recommendations	Pending
Housing Data Book Refresh – Update	Pending
Scott Road Corridor Study – Final Report	Pending
2020 Industrial Lands Inventory – Scope and Methodology	Pending
Metro 2050 – Progress Report	Pending
Respond to Proposed Amendments to Metro 2040	Ongoing
<p>For information:</p> <ul style="list-style-type: none"> • Affordable Home Ownership / Entry Level Homeownership • Invasive Species BMPs 	
4th Quarter	
Metro 2040 Projections – Final Report	Pending
Housing Needs Reports – Regional Compendium	Pending
TOAH 3 - Update	Pending
Metro 2050 – Progress Report / Draft	Pending
2020 Industrial Lands Inventory – early findings	Pending
Where Matters II – Final Report	Pending
Corridor Study Monitoring Reports (Marine Main, Lougheed, Scott Road)	Pending
Metro 2040 Equity in Growth Management – Recommendations	Pending
Hey Neighbour – Final Report	Pending
<p>For information:</p> <ul style="list-style-type: none"> • Ecological Health – Regional Ecosystem Connectivity • Urban Forestry Best Practices 	