

THE CORPORATION OF THE
CITY OF WHITE ROCK

**White Rock Housing Agreement (1485 Fir Street)
Bylaw, 2021, No. 2408**



A BYLAW TO ENTER INTO A HOUSING AGREEMENT
UNDER SECTION 483 OF THE *LOCAL GOVERNMENT ACT*

GIVEN THAT:

A. The Owner of the lands legally described as:

LOT 16 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362
PID: 001-331-931

LOT 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362
PID: 001-331-965

LOT 18 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362
PID: 001-331-981

(1485 Fir Street)

(the "Lands")

wishes to develop secured rental units on the Lands, including replacement units at below market rents for returning tenants, and rent controlled units secured for a period of 10 years at no more than the average rent in White Rock for the unit type.

B. The City wishes to enter into a housing agreement in order to secure the use of the Lands for rental units, replacement rental units, and rent controlled rental units.

The CITY COUNCIL of the Corporation of the City of White Rock, in open meeting assembled,

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "White Rock Housing Agreement (1485 Fir Street) Bylaw, 2021, No. 2408".
2. Council hereby authorizes the City to enter into the *Local Government Act* section 483 housing agreement attached to this Bylaw as Schedule A (the "Housing

Agreement”).

3. The Mayor and the City Clerk of the City are authorized to execute the Housing Agreement and the City Clerk is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by the *Local Government Act*.

RECEIVED FIRST READING on the	08 th day of	November, 2021
RECEIVED SECOND READING on the	08 th day of	November, 2021
RECEIVED THIRD READING on the	08 th day of	November, 2021
ADOPTED on the	day of	

Darryl Walker, Mayor

Tracey Arthur, Director of Corporate
Administration

SCHEDULE 1
Housing Agreement

PART 2 – TERMS OF INSTRUMENT

HOUSING AGREEMENT AND COVENANT
(Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT made the _____ day of _____, 2021,

BETWEEN:

1062822 B.C. LTD., INC. NO. BC1062822
1005 - 583 Beach Crescent, Vancouver, B.C. V6Z 3E6

(the “Owner”)

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF WHITE ROCK,
a municipal corporation under the Community Charter of the
Province of British Columbia, and having its City Offices at
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

(the “City”)

OF THE SECOND PART

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 (as hereinafter defined);
- D. The Owner made an application to rezone the Lands from RM-2 (Medium Density Multi-Unit Residential Zone) to CD-64 Comprehensive Development (1485 Fir Street) Zone to permit the development of a six-storey rental apartment building with 80 rental units, including 25 replacement rental units and 4 rent controlled rental units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfillment of the following condition prior to enactment of the rezoning bylaw:
“2. b) *Finalization of the Tenant Relocation Plan and adoption of a Housing Agreement Bylaw*;
- E. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide long-term rental housing on the terms and conditions set out in this Agreement.

In consideration of \$1.00 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 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 or incorporated by reference herein;
- (b) “Daily Amount” means \$100.00 per day as of January 1, 2022 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change authorized for maximum rent increases under the Residential Tenancy Act (British Columbia) from January 1, 2022, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 5.1 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;
- (c) “Dwelling Unit” means a residential dwelling unit or units located or to be located on the Lands, and includes, where the context permits, a Secured Rental Unit, Replacement Rental Unit, and Rent Controlled Rental Unit, and in the event of uncertainty arising from interpretation of this definition, has the same meaning as in the City’s zoning bylaw as amended or replaced from time to time;
- (d) “Eligible Tenant” for Replacement Rental Units means a returning tenant who is listed as resident in the applicant’s Tenant Relocation Plan in any of the existing units that will be demolished if the Development proceeds and who is therefore identified in the Tenant Relocation Plan as eligible for the benefits set out therein;
- (e) “Excess Charges” means any amount of rent charged in respect of a tenancy of an Replacement Rental Unit or Rent Controlled Rental Unit that is in excess of Permitted Rent, plus any fees or charges of any nature whatsoever that are charged in respect of the tenancy of an Replacement Rental Unit or Rent Controlled Rental Unit that are not Permitted Tenant Charges, and includes all such amounts charged in respect of any tenancy since the commencement date of the Tenancy Agreement in question, irrespective of when the City renders an invoice in respect of Excess Charges;
- (f) “Income Tested Tenant” for Rent Controlled Rental Units means a tenant whose income does not exceed the Income Threshold;
- (g) “Income Threshold” means a gross household income of 80 percent of the median household income in the City of White Rock Income as defined by and based on data published in the most recent Census of Canada, or if such data is not currently published, by the Province of British Columbia, or if such data is not currently published, by the CMHC, from time to time;
- (h) “*Interpretation Act*” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238;

- (i) “Lands” means the following lands and premises situate in the City of White Rock and any part, including a building or a portion of a building, into which said land is Subdivided:

LOT 16 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362

PID: 001-331-931

LOT 17 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362

PID: 001-331-965

LOT 18 SECTION 11 TOWNSHIP 1 NEW WESTMINSTER DISTRICT PLAN
15362

PID: 001-331-981

- (j) “*Land Title Act*” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250;
- (k) “*Local Government Act*” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1;
- (l) “LTO” means the New Westminister Land Title Office or its successor;
- (m) “Owner” means the party described on page 1 of this Agreement as the Owner and any subsequent permitted 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 a Dwelling Unit from time to time;
- (n) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41;
- (o) “Permitted Rent” means the maximum rent set out in Schedule B of this Agreement in respect of the number of bedrooms of the Dwelling Unit in question and the type of dwelling unit (Secured Rental Unit, Replacement Rental Unit, or Rent Controlled Rental Unit), provided that the amounts set out in Schedule B of this Agreement may be increased once per year in accordance with any maximum positive change authorized under the Residential Tenancy Act (British Columbia) between January 1, 2022 and the month in which the rent is being increased, and may be further increased with the prior written consent of the City to cover unexpected increases in operating, maintenance and servicing costs.
- (p) “Permitted Tenant Charges” means resident parking, typical monthly insurance premiums for tenant's household contents and third party liability insurance plus an amount equal to the average monthly charge for electricity supplied to all Dwelling Units on the lands by the B.C. Hydro and Power Authority based on electricity consumption over the previous twelve months only, and excludes without limitation any other amounts charged by the Owner from time to time in respect of any laundry, services or programs provided by or on behalf of the Owner and any other permitted charges as set out in section 3.1(c) whether or not such amounts are charged on a monthly or other basis to the Tenants;

- (q) “Rent Controlled Rental Unit” means a Dwelling Unit 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, a Dwelling Unit charged by this Agreement;
- (r) “Rental Replacement Unit” means a Dwelling Unit 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, a Dwelling Unit charged by this Agreement;
- (s) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78;
- (t) “Returning Tenant” means a Eligible Tenant who accepts the Owner's offer to relocate to the New Building after completion of its construction;
- (u) “Rezoning” means the rezoning of the Lands as described in Recital D;
- (v) “Secured Rental Unit” means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) “*Strata Property Act*” means the *Strata Property Act*, S.B.C. 1998, Chapter 43;
- (x) “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, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (y) “Tenancy Agreement” means a tenancy agreement, lease, license or other agreement pursuant to the *Residential Tenancy Act* granting rights to occupy a Dwelling Unit; and
- (z) “Tenant” means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

1.2 Interpretation – In this Agreement:

- (a) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require;
- (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”.

1.3 Acknowledgements - The Owner acknowledges and agrees that:

- (a) except as expressly provided, nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the use, subdivision and development of the Lands;
- (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*, the *Community Charter* or other statutes, bylaws, orders and regulations; and
- (c) all obligations of the Owner under this Agreement will be at the cost of the Owner.

ARTICLE 2 USE AND CONSTRUCTION OF LANDS AND DWELLING UNITS

2.1 Use and Construction of Lands – The Owner covenants and agrees that:

- (a) 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 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 twenty-five (25) Rental Replacement Units and four (4) Rent Controlled Rental Units; and
- (b) notwithstanding that the Owner may be otherwise entitled, the Owner shall not occupy or permit to be occupied any Dwelling Unit on the Lands unless the Owner

has:

- (i) constructed the Replacement Rental Units and Rent Controlled Rental Units in accordance with this Agreement; and
- (ii) all of the Replacement Rental Units and Rent Controlled Rental Units are ready for occupancy in accordance with all applicable laws, regulations and bylaws; and
- (iii) delivered to the Director, Planning and Development Services, a
 - a. final Tenant Relocation Report; and
 - b. a final rent roll confirming the rents to be charged to the first occupants of the Replacement Rental Units, Secured Rental Units, and Rent Controlled Rental Units; and

without limiting the general scope of section 6.4 and 6.5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 2.1.

2.2 Use of Replacement Rental Units – The Owner covenants and agrees that:

- (a) it will provide every Eligible Tenant with a right of first refusal agreement satisfactory to the City to occupy a Replacement Rental Unit in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Schedule B;
- (b) it will provide every Eligible Tenant with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
- (c) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan;
- (d) for Rental Replacement Units in the New Building where Eligible Tenants choose not to return to the New Building, that any new tenants have a starting rent as set forth in the Schedule B; and
- (e) within thirty (30) days after receiving notice from the City, the Owner must, in respect of each Rental Replacement 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 Schedule A-1, 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 Rental Replacement Rental 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 a Rental Replacement 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 Use of Rent Controlled Rental Units** – The Owner covenants and agrees that the following apply in respect of those who occupy a Rent Controlled Rental Unit:
- (a) for a period of 10 years following the occupancy of the building, the total gross annual income of all individuals who are of the Age of Majority within the Household who occupy the Rent Controlled Rental Unit must not exceed the Income Threshold required for Income Tested Tenants under this Agreement; and
 - (b) at least seven (7) days prior to the occupancy of a Rent Controlled Rental Unit by a new tenant, the Owner of the Rent Controlled Rental Unit must deliver 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 Schedule A-2, sworn by the Income Tested Tenant under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the Statutory Declaration.
- 2.4 Operation of Dwelling Units** – The Owner agrees to operate and maintain the Dwelling Units only as Rental Units subject to the *Residential Tenancy Act*.
- 2.5 Short-term Rentals Prohibited** – The Owner agrees that no Dwelling Unit may be rented to any person for a term of less than one (1) year.
- 2.6 Requirement for Statutory Declaration** – Wherever in this Agreement a statutory declaration is required, it must be executed in the form attached as a schedule to this Agreement and witnessed by a commissioner for oaths for British Columbia.
- 2.7 No Subdivision to Allow Separate Sale** – The Owner must not without the prior approval of the City Council Stratify or Subdivide a Dwelling Unit in a building on the Land or transfer the title to a Dwelling Unit to a person unless all Dwelling Units in the building are transferred to the same person in accordance with section 3.3. Without limitation, the Owner acknowledges that the City will not support applications for Stratification or Subdivision of any buildings on the Lands in any manner that would allow the Dwelling Units to be sold independently of each other.
- 2.8 City Authorized to Make Inquiries** – 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.
- 2.9 Records and Inspection of Records** - The Owner must retain all Records that pertain to its obligations under this Agreement for not less than seven (7) years following the date of receipt or production of the Records. The City will have the right to inspect the Records including the right to enter any premises used by the Owner to keep or store the Records at any time after the delivery of notice to the Owner and will have the immediate right to make extracts from and take copies of the Records.

2.10 Strata Corporation is Subject to Agreement

- (a) This Agreement will be binding upon all strata corporations (“Strata Corporations”) created upon the strata title Subdivision of the Lands, the Leasehold Interest, or any Subdivided parcel of the Lands or the Leasehold Interest.
- (b) Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Affordable Rental Units as affordable rental housing will have no force and effect.
- (c) No Strata Corporation will pass any bylaws preventing, restricting, or abridging the use of the Affordable Rental Units as affordable rental housing.

ARTICLE 3 OCCUPANCY, DISPOSITION AND ACQUISITION OF DWELLING RENTAL UNITS

3.1 Occupancy of Dwelling Units – The Owner must not rent, lease, license or otherwise permit occupancy of any Dwelling Unit except in accordance with the following additional conditions:

- (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable by a Tenant for the right to occupy a Dwelling Unit must not exceed the Permitted Rent in respect of the number of bedrooms of the Dwelling Unit;
- (c) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, or property or similar tax;
- (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Dwelling Unit to comply with this Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) a Dwelling Unit is occupied by a person or persons other than the Tenant;
 - (ii) the annual income of an Income Tested Tenant for a Rent Controlled Rental Unit rises above the applicable maximum amount specific in section 1.1(h) of this Agreement;
 - (iii) the Dwelling Unit is occupied by more than the number of people the City’s building inspector determines can reside in the Dwelling Unit given the number and size of bedrooms in the Dwelling Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Dwelling Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (v) the Tenant fails to pay rent when due in accordance with the Tenancy

Agreement and the *Residential Tenancy Act*; and/or

- (vi) the Landlord is entitled, for any reason, to terminate the Tenancy Agreement in accordance with the Tenancy Agreement and the *Residential Tenancy Act*, and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. The notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination;
 - (f) the Tenancy Agreement will identify all occupants of the Dwelling Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Dwelling Unit for more than thirty (30) consecutive days or more than forty-five (45) days total in any calendar year; and
 - (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand subject to the *Residential Tenancy Act*.
- 3.2 Tenant to Vacate Rental Unit Upon Termination** – 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 Dwelling Unit to vacate the Dwelling Unit on or before the effective date of termination subject to the *Residential Tenancy Act*.
- 3.3 No Separate Sale** – The Owner covenants with the City that the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building on the Lands (or if the building has been stratified, any strata lot) containing a Dwelling Unit on the Lands other than a full interest in the title to all Dwellings Units, and to a person that will in a manner satisfactory to the City continue to ensure that all Dwelling Units are available for rental in accordance with this Agreement.
- 3.4 Rental Tenure** – Rental tenure will be guaranteed for the Dwelling Units for the life of the building.

ARTICLE 4 DEMOLITION OF DWELLING UNIT

- 4.1 Demolition** – The Owner will not demolish a Dwelling 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 Dwelling Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Dwelling 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 Dwelling Unit has been issued by the City and the Dwelling Unit has been demolished under that permit.

Following demolition, the Owner 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 Replacement Rental Unit, Rent Controlled Rental Unit, or Secure Rental Unit, in accordance with this Agreement.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 Payment of Excess Charges** – The Owner agrees that, in addition to any other remedies available to the City under this Agreement or at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement, if an Dwelling Unit is rented at a rate in excess of the Permitted Rent or the Owner imposes in respect of any tenancy of a Dwelling Unit any fee or charge of whatsoever nature other than Permitted Tenant Charges, the Owner will pay the Excess Charges to the City. The Excess Charges are due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 5.2 Payment of Daily Amount** – The Owner agrees that, in addition to any other remedies available to the City under this Agreement or at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement, or the Owner is otherwise in breach of any of its obligations under this Agreement, 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. 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.
- 5.3 Rent Charge** – The Owner hereby grants to the City a perpetual rent charge against the Lands securing payment by the Owner to the City of any amount payable by the Owner pursuant to section 5.2 of this Agreement. The Owner agrees that the City, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the City at law or in equity. This rent charge is created both under section 205(2)(b) of the *Land Title Act* as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law. Enforcement of this rent charge by the City does not limit, or prevent the City from enforcing, any other remedy or right the City may have against the Owner.
- 5.4 Damages Inadequate** – Notwithstanding section 5.2 and 5.3, 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.
- 5.5 No Remedy is Exclusive** – No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available under this Agreement, at law or in equity.

ARTICLE 6 MISCELLANEOUS

- 6.1 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* and a covenant under section 219 of the *Land Title Act*;
 - (b) the Owner will, at its sole cost register this Agreement in the LTO pursuant to section 483 of the *Local Government Act* against the title to the Lands.
- 6.2 Modification** – 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.
- 6.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units, that all Dwelling Units will be managed by the same manager and that the Owner will permit representatives of the City to inspect the Dwelling 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 Dwelling 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, acting reasonably, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 6.4 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 construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Unit or the enforcement of any Tenancy Agreement; or
 - (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.
- 6.5 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 Dwelling Unit under this Agreement; or
- (b) the exercise by the City of any of its rights under this Agreement.

6.6 Survival – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

6.7 Priority – The Owner will do everything necessary, at the Owner’s expense, to ensure that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial 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 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.

6.8 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 from complying with any enactment, including in relation to the use or subdivision of the Lands.

6.9 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 Dwelling 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.

6.10 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 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.

6.11 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 set out in the records at the LTO, and in the case of the City addressed to:

City of White Rock
15322 Buena Vista Avenue
White Rock, BC V4B 1Y6
Attention: Director of Corporate Administration

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.

- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 Whole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Dwelling 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.
- 6.16 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.
- 6.17 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 for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.
- 6.18 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.
- 6.19 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.

- 6.20 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.
- 6.21 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.
- 6.22 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.
- 6.23 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.
- 6.24 Term** – This Agreement will commence on the date of its making, and will continue until the date
- (a) the Owner and City agree in writing to terminate this Agreement, and
 - (b) the City discharges this Agreement from title in the LTO as a covenant and from filing in the LTO as a housing agreement.
- 6.25 Expiry of Housing Agreement** – Upon expiry, the Owner may provide to the City a draft discharge of this Agreement, which the City will execute and return to the Owner for filing and registration in the LTO.

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.

SCHEDULE A - 1
STATUTORY DECLARATION

CANADA)	IN THE MATTER OF A HOUSING
)	AGREEMENT WITH THE
)	CORPORATION OF THE
)	CITY OF WHITE ROCK
PROVINCE OF BRITISH COLUMBIA)	
)	("Housing Agreement")

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of _____ (the "**Replacement Rental Unit**"), 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 Replacement Rental Unit/Rent Controlled Rental Unit.
3. For the period from _____ to _____ the Replacement Rental Unit was occupied only by the tenant(s) whose names and current addresses and whose current addresses appear below:

[Names, addresses, telephone number of Tenant(s)]

4. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Replacement Rental Unit is situated and confirm that the Owner has complied with the Owner'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 _____, 2021)
)
)
)
)

A Commissioner for Taking Affidavits in the Province of
British Columbia

Declarant

5. The names of all persons in my Household and their addresses for the past twelve (12) months are as follows:

[Insert names and addresses of all occupants of Rent Controlled Rental Unit Unit]

6. The annual gross income of all of the individuals described in paragraph 5 above who have reached the Age of Majority is \$_____. This amount does not exceed the Income Threshold under paragraph 7 below. Accompanying this declaration, unless otherwise waived in writing by the City, are true copies of the Notices of Assessment provided by the Canada Revenue Agency for the two most recent years for all individuals of my Household who are older than the Age of Majority.

7. As of the date of this declaration, the current Income Threshold for my Household is \$_____.

8. I have a real and substantial connection with the City of White Rock based on one of the following considerations (*initial applicable box and provide details in space beside box*):

I, or at least one member of my Household has resided in the City of White Rock for at least twelve (12) months before occupying the Rent Controlled Rental Unit (*provide details if applicable*):

I, or at least one member of my Household has full-time employment within the City of White Rock (*provide details if applicable*):

at least one member of the Household is enrolled in school or college on a full-time basis within the City of White Rock (*provide details if applicable*):

[] I have a real and substantial connection with the City of White Rock based on the following considerations (*provide details if applicable*):

9. I agree to comply with the Owner's obligations under the Housing Agreement and other charges in favour of the City registered in the Land Title Office against the Rent Controlled Rental Unit for so long as I am an occupier of the Rent Controlled Rental Unit.
10. I acknowledge and agree that damages are not an adequate remedy to the City in respect of any breach of the Housing Agreement by the Owner of an Rent Controlled Rental Unit, such that I agree the City will be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner or an occupier and to legal costs on a solicitor and client basis.
11. 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)
_____ THIS)
_____ DAY OF _____, 20__)
)
)
_____)

Print name:)
A commissioner of oaths for the)
the Province of British Columbia)
[*Affix Commissioner's stamp or seal*])
)
)
)

DECLARANT

NOTE: A false declaration may result in a fine of up to \$2000.00, up to six months' imprisonment, or both.

SCHEDULE B

PERMITTED RENT

“Replacement Rental Units” rented to Returning Tenants		
Unit Type	One-Bedroom	Two-Bedroom
Permitted Rent	<ul style="list-style-type: none"> The starting Permitted Rent shall be capped at \$1,500 for a one-bedroom unit or \$2,000 for a two-bedroom unit, being rates which represent the 20% below market starting rate, plus any additional reduction (i.e., 1 – 10%) based on the Length of Tenancy of the Returning Tenant as captured in the Occupancy Report accepted by the City. 	
	Length of Tenancy (in years)	% Below Market Rent
	Less than 1	20%
	1	21%
	2	22%
	3	23%
	4	24%
	5	25%
	6	26%
	7	27%
	8	28%
	9	29%
	10 or more	30%

“Replacement Rental Units” rented to New (Non-Returning) Tenants		
Unit Type	One-Bedroom	Two-Bedroom
Permitted Rent	10 percent below the market rent charged for a similar unit in the Development.	10 percent below the market rent charged for a similar unit in the Development.

“Rent Controlled Rental Units” rented to Income Tested Tenants		
Unit Type	One-Bedroom	Two-Bedroom
Permitted Rent for a period of 10 years following the occupancy of the building	Average rent for this unit type in White Rock determined by Canada Mortgage and Housing Corporation’s most recent Rental Market Survey	Average rent for this unit type in White Rock determined by Canada Mortgage and Housing Corporation’s most recent Rental Market Survey
Permitted Rent following 10 years since the occupancy of the building	No maximum.	No maximum.

“Secured Rental Units”		
Unit Type	One-Bedroom	Two-Bedroom
Permitted Rent	No maximum.	No maximum.