

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT (823-841 Sixth Street) BYLAW NO. 8316, 2022

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

GIVEN THAT:

- A. The owner of the lands (the “Owner”) within the City of New Westminister, British Columbia legally described as:

PID: 031-711-952

LOT A SUBURBAN BLOCK 14 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116847

(the “**Land**”)

wishes to construct dwelling units on the Lands.

- B. In connection with such construction, the Owner has agreed to use the Lands for rental housing in accordance with the terms of the Section 219 Covenant and Housing Agreement attached hereto as Schedule “A” (the “Housing Agreement”).

The Council of the City of New Westminister, in open meeting assembled,

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Housing Agreement (823-841 Sixth Street) Bylaw No. 8316, 2022”.
2. Council hereby authorizes the City of New Westminister to enter into the Housing Agreement with the Owner, substantially in the form attached hereto as Schedule “A”.

3. The Mayor and the Corporate Officer of the City of New Westminster are authorized to execute the Housing Agreement, substantially in the form attached hereto as Schedule "A", and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by section 483 of the *Local Government Act*.

READ A FIRST TIME this 13th day of June, 2022.

READ A SECOND TIME this 13th day of June, 2022.

READ A THIRD TIME this 13th day of June, 2022.

THIRD READING RESCINDED this _____ day of _____, 2022

BYLAW AMENDED this _____ day of _____, 2022

READ A THIRD TIME, AS AMENDED this _____ day of _____, 2022

ADOPTED this ___ day of _____, 2022.

Jonathan X Cote, Mayor

Jacqueline Killawee, City Clerk

Schedule "A"
Section 219 Covenant and Housing Agreement



1. Application

**Timothy Luk
 YOUNG ANDERSON
 1616 808 Nelson Street
 Vancouver BC V6Z 2H2
 604-689-7400**

2. Description of Land

PID/Plan Number	Legal Description
EPP116847 031-711-952	NOT A OF THE SOUTH HALF OF LOT 11 SUBURBAN BLOCK 14 PLAN EPP116847 LOT A SUBURBAN BLOCK 14 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP116847

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting this Covenant herein priority over Mortgage CA9263860 and Assignment of Rents CA9263861

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

ABORIGINAL LAND TRUST SOCIETY, NO.S0068266
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

6. Transferee(s)



THE CORPORATION OF THE CITY OF NEW WESTMINSTER
 511 ROYAL AVENUE
 NEW WESTMINSTER BC V3L 1H9

7. Additional or Modified Terms



8. Execution(s)



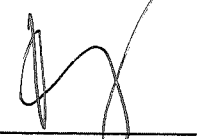
This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

<p>Witnessing Officer Signature</p>  <hr/> <p>JULIA THIELMANN BARRISTER & SOLICITOR 400 - 725 GRANVILLE STREET VANCOUVER, B.C. V7Y 1G5 (604) 687-2242 (as to both signatures)</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2022-05-31 </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>ABORIGINAL LAND TRUST SOCIETY By their Authorized Signatory</p>  <hr/> <p>Name: <u>Dave Gaspar</u></p>
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 Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

<p>Witnessing Officer Signature</p>  <hr/> <p>CHARLOTTE K. WONG <i>Barrister & Solicitor</i> 2110 Burquitlam Drive Vancouver, BC V5P 2P1</p> <p>(as to both signatures)</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2022-06-08 </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION By their Authorized Signatory</p>  <hr/> <p>Name: <u>Dale McMann</u></p>  <hr/> <p>Name: <u>Vincent Tong</u></p>
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

(as to both signatures)

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**THE CORPORATION OF THE CITY OF
NEW WESTMINSTER**

By their Authorized Signatory

Name:

Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

PART 2 – TERMS OF INSTRUMENT

HOUSING AGREEMENT AND COVENANT

(Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT dated for reference the 27th day of May, 2022, is

BETWEEN:

ABORIGINAL LAND TRUST SOCIETY, INC. NO. S0068266
2750 RUPERT STREET
Vancouver, British Columbia V5M 3T7

(the “Owner”)

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,
511 Royal Avenue
New Westminster, British Columbia V3L 1H9

(the “City”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands and premises in the City of New Westminster, British Columbia which are legally described in Item 2 of the Form C attached hereto (the “Lands”);
- B. 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;
- C. 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, construction on, and subdivision of land; and
- D. The City and the Owner wish to enter into this Agreement to provide long-term affordable rental housing on the terms and conditions set out in this Agreement.

In consideration of one (\$1.00) dollar paid to the Owner by the City 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 LTO forms, schedules, appendices, attachments and priority agreements attached hereto;
- (b) “Approved Lender” means any Mortgagee approved by CMHC for the purpose of making loans under the National Housing Act (Canada);
- (c) “BC Housing” means the British Columbia Housing Management Commission, or its successor in role;
- (d) “BC Housing Operating Agreement” means an operating agreement in respect of the Lands and the Secured Rental Units between the Owner and BC Housing, which includes but is not limited to: rental rates and selection of Tenants;
- (e) “building” means the residential building proposed to be constructed on the Lands by the Owner after the reference date of this Agreement, which includes the Secure Rental Units;
- (f) “CMHC” means Canada Housing and Mortgage Corporation or its successors in function;
- (g) “Deep Subsidy Income” means a household income that does not exceed the Deep Subsidy Income Limits as established by BC Housing from time to time and published in the BC Housing Glossary;
- (h) “Deep Subsidy Unit” means a Secured Rental Unit occupied by Tenants whose household income is a Deep Subsidy Income;
- (i) “Dwelling Unit” means a residential dwelling unit or units located or to be located on the Lands;
- (j) “Eligible Tenant” means a Tenant who, at the time they enter into a Tenancy Agreement, has a household income equal to or less than the income limits set for that type of Secured Dwelling Unit, or is otherwise deemed to have the applicable household income type;
- (k) “household income” means the gross income from all sources for all members of the household;
- (l) “Housing Income Limits” means the Housing Income Limits for affordable housing programs (for each category of dwelling unit) established by BC Housing from time to time in the “Vancouver Planning Area” as shown in the annual Housing Income Limits report published by BC Housing;
- (m) “LTO” means the New Westminster Land Title Office or its successor;
- (n) “Market Unit” means a Secured Rental Unit occupied by Tenants whose household income

is a Moderate Income;

- (o) "Market Rental Rate" means the primary rental market average rent as published from time to time by CMHC for the New Westminster area.
- (p) "Ministry" means the British Columbia Ministry of Social Development and Poverty Reduction, or its successor in role;
- (q) "Moderate Income" means a household income that does not exceed the Moderate Income Limits as established by BC Housing from time to time and published in the BC Housing Glossary;
- (r) "Mortgage" means a registered mortgage or registered mortgages granted by the Owner upon or in respect of the interest of the Owner in the Lands and the building or buildings or any part thereof and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (s) "Mortgagee" means a mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (t) "Rent-Geared-to-Income (RGI) Unit" means a Secured Rental Unit occupied by Tenants whose household income does not exceed the Housing Income Limits for that type of unit;
- (u) "Secured Rental Unit" means a Dwelling Unit that is designated as a Secured Rental Unit in accordance with section 2.1;
- (v) "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* (British Columbia);
- (w) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Secured Rental Unit; and
- (x) "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* (British Columbia) 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, 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 Designation – The Owner covenant and agrees that the Lands shall only be used in accordance with this Agreement and 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 of New Westminster, any development permit issued by the City of New Westminster and, if applicable, any rezoning consideration applicable to the development on the Lands, at least ninety-six (96) Dwelling Units;
- (b) Every Dwelling Unit constructed on the Lands after the reference date of this Agreement is designated as a Secured Rental Unit;
- (c) Of the Secured Rental Units on the Lands, the Owner will make best efforts to ensure that no fewer than 20% will be occupied as Deep Subsidy Units, no fewer than 50% will be occupied as RGI Units, and no greater than 30% will be occupied as Market Units; and

(d) a Secured Rental Unit shall only be used as a permanent residence for a Tenant.

2.2 Restriction on Subdivision – The Owner covenants and agrees with the City that none of the Lands nor any building on the Lands shall be subdivided by any means whatsoever, excluding the consolidation of the Lands into a single lot and/or the dedication of portions of the Lands to the City. Without limiting the foregoing, the Owner acknowledges that the City will not support applications for subdivision in any manner that would allow the Secured Rental Units to be sold independently of each other.

2.3 Short-term Rentals Prohibited – The Owner agrees that no Secured Rental Unit may be rented to or tenanted by any person for a term of less than thirty (30) days.

2.4 City Authorized to Make Inquiries – The Owner hereby irrevocably authorizes the City to make such inquiries as the City considers necessary in order to confirm that the Owner is complying with this Agreement.

2.5 Requirement for Statutory Declaration – Within thirty (30) days after receiving notice from the City, the Owner 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 or desirable) attached as Appendix A, sworn by an authorized signatory of the Owner, 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 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 Secured Rental 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.

2.6 The Owner shall provide to every Tenant, subject to availability, at no charge:

(a) A bicycle parking space.

2.7 BC Housing Operating Agreement Notice – the Owner shall notify the City as soon as is reasonably possible of its intention to enter into a BC Housing Operating Agreement, or the termination/expiry of a BC Housing Operating Agreement.

ARTICLE 3 USE OF SECURED RENTAL UNITS

3.1 Effect of BC Housing Operating Agreement – The provisions of this Article 3 shall only apply if the Lands and the Secure Rental Units are not subject to a BC Housing Operating Agreement.

3.2 Use of Secured Rental Units – The Owner agrees that each Secured Rental Unit may only be used as a residence occupied by an Eligible Tenant.

3.3 Tenant Screening and Records – The Owner covenants and agrees with the City as follows:

- (a) the Owner shall review the household income of each prospective Tenant at the commencement of each Tenancy to determine whether the prospective Tenant is an Eligible Tenant, and to determine the amount of rent payable in accordance with section 3.4, and on an annual basis thereafter;
- (b) The Owner shall maintain a waitlist of potential Tenants to be used to fill Secured Rental Units as they become available; and
- (c) the Owner shall maintain a system of records indicating the annual incomes of and rent paid by each past and current Tenant for a period of not less than seven years, which shall be available to the City for review upon request.

3.4 Occupancy and Tenure of Secured Rental Units – The Owner 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 Units will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the Owner 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. For clarity, this condition does not extend to the Owner charging the Tenant for electricity, or have the Tenant billed for electricity directly by the City of New Westminster;
- (c) the Owner 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, including but not limited to those amenities described in subsection (c), above, and for the purpose of this provision the term “building” means the entire building that contains the Secure Rental Units, regardless of any subdivision of that building, and “Lands” means entire area of the Lands as of the reference date of this Agreement, regardless of any subsequent subdivision of that parcel;
- (d) the Owner will attach a copy of this Agreement, or at a minimum Articles 2 and 3 of this Agreement, to every Tenancy Agreement; and
- (e) the Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.

3.5 Rental Rates of Secure Rental Units – The Owner shall not charge monthly rental rates except in accordance with this subsection:

- (a) Monthly rental rates for Deep Subsidy Units shall not exceed the amount calculated using the following formula:

30% of the Tenant's annual household income / 12

- (b) Monthly rental rates for RGI Units shall not exceed the amount calculated using the following formula:

30% of the Tenant's annual household income / 12

- (c) Monthly rental rates for Market Units shall not exceed the *Market Rental Rate*.

for certainty, and subject to the *Residential Tenancy Act*, the Owner may increase rental rates from time to time but may not exceed limits set within this section.

ARTICLE 4 TERM AND DEMOLITION

4.1 Expiry of Housing Agreement – This Agreement shall cease to apply from and after the sixtieth (60th) anniversary of the issuance of an occupancy permit for the Building by the City of New Westminster. Upon expiry, the Owner may provide to the City a discharge of this Agreement, which the City shall execute and return to the Owner for filing in the LTO.

4.2 Demolition – The Owner will not demolish a Secured Rental Unit or the building unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect, who is at arm's length to the Owner, indicating that it is no longer reasonable or practical to repair or replace any structural component of the Secured Rental Unit or building, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) 25% or more of the value of the building above its foundations is damaged or destroyed, as determined by the City, in its sole discretion, subject to section 4.2(c) below;

and, in each case, a demolition permit for the Secured Rental Unit or the building has been issued by the City and the Secured Rental Unit or building has been demolished under that permit, and

- (c) if at the time of such damage or destruction CMHC or an Approved Lender is the Mortgagee, then CMHC or the Mortgagee as successor may elect to require that the insurance proceeds not be applied toward the repair or rebuilding or restoration of the building, and in the event of such an election the insurance proceeds shall be applied, in priority:
- (i) firstly, but only if and to the extent required by the Owner, towards cleaning and restoring the Lands as nearly as possible to their condition prior to the commencement of construction;
 - (ii) secondly, towards payment of all moneys owing on the mortgage, and
 - (iii) lastly, the Owner shall not be obliged to repair or rebuild or restore.

ARTICLE 5 MISCELLANEOUS

5.1 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 City may file notice of, and register, this Agreement in the LTO pursuant to section 483(5) 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 a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

5.3 Management – The Owner covenants and agrees with the City that:

- (a) the building shall be operated by a non-profit organisation with experience in non-profit housing or a government agency or crown corporation such as BC Housing that has experience in non-profit housing;
- (b) the Owner shall furnish good and efficient management of the Secured Rental Units;
- (c) the Owner shall permit representatives of the City to inspect the Secure Rental Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*;
- (d) the Owner shall maintain the Secure Rental Units and the building they occupy in a good state of repair and fit for habitation in accordance with the requirements of the *Residential Tenancy Act*, reasonable wear and tear excepted;
- (e) the Owner shall comply with all applicable laws, including, without limitation, the *Residential Tenancy Act*, the City of New Westminster Business Regulation and Licencing (Rental Units) Bylaw No. 6926, 2004, as amended from time to time, and all other City bylaws, and any health and safety standards applicable to the Lands.

5.4 Indemnity – The Owner, on its behalf, will indemnify, defend 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 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 or any breach of this Agreement by the Owner.

5.5 Release – The Owner, on its behalf, hereby releases and forever discharges 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, 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 Units under this Agreement; or
- (b) except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible, the exercise by the City of any of its rights under this Agreement.

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

5.7 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.

5.8 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 Secured Rental Units; 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.

5.9 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.

5.10 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,

- (a) to the postal address of the Owner set out in the records at the LTO, and
- (b) to the postal address of the City set out on the first page of the terms of this Agreement and to the attention of the Director of Planning:

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.

5.11 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.

5.12 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.

5.13 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. Any waiver of any clause or obligation by either party must be in writing and delivered pursuant to the notice provisions in this agreement.

5.14 Entire Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the entire agreement between the City and the Owner respecting the use and occupation of the Secured Rental Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in or contemplated by this Agreement.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C which is attached to and forms part of this Agreement.

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

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

1. I am an authorized signatory of the owner of the lands located at _____, New Westminister, B.C. (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 Secured Rental Units, as that term is defined in the Housing Agreement were occupied only by the tenants whose names and current addresses appear below:

Name(s) of Tenant	Address of Tenant	Rent Paid by Tenant

4. I 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 _____, 20____.)

_____)
A Commissioner for Taking Affidavits in the Province of British Columbia)

DECLARANT

PRIORITY AGREEMENT

WHEREAS:

- A. **British Columbia Housing Management Commission** (the "**Chargeholder**") is the holder of a mortgage and assignment of rents (the "**Financial Charges**") encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the New Westminster Land Title Office as Mortgage CA9263860 and Assignment of Rents CA9263861; and
- B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (the "**City's Charge**") which is or will be registered against title to the lands.

NOW THEREFORE for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby grants to the City priority for the City's Charges over all the Chargeholder's right, title and interest in and to the lands as if the City's Charges had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

END OF DOCUMENT