

REPORT

Climate Action, Planning and Development

To: Mayor Johnstone and Members of Council
Date: September 11, 2023

From: Serena Trachta,
Acting Director of Climate Action,
Planning and Development
File: DVP00701
HA000031

Item #: 2023-571

Subject: **Housing Agreement Bylaw and Development Variance Permit to Vary Parking Requirements: 311 Ash Street**

RECOMMENDATION

THAT third reading of Housing Agreement Bylaw (311 Ash Street) Bylaw No. 8382, 2023 be rescinded.

THAT Bylaw No. 8382, 2023 be re-considered and re-read a 3rd time as amended.

THAT Council, should the Housing Agreement Bylaw No. 8382, 2023 be adopted, direct the Mayor and Corporate Officer to execute the Housing Agreement.

THAT Council provide notice that it will reconsider issuance of a Development Variance Permit (DVP00701) to reduce the number of required off-street parking spaces by 34% from the Zoning Bylaw requirements for secured market rental units.

THAT Council endorse that fifty-one long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 311 Ash Street, should the Development Variance Permit (DVP00701) be approved by Council.

PURPOSE

To provide Council with a staff response to two motions that were adopted by Council on February 27, 2023 regarding the Development Variance Permit and Housing

Agreement application for 311 Ash Street, to request that Council provide notice that it will consider issuance of the Development Variance Permit (DVP00701), and to request that Council consider the Housing Agreement Bylaw No. 8382, 2023.

BACKGROUND

Housing Agreement and Development Variance Permit (DVP) applications have been submitted to allow replacement of 14 existing parking spaces with five new residential units and two bike storage rooms in an existing 29 unit residential rental building at 311 Ash Street. At the meeting of February 27, 2023, Council considered the issuance of a Development Variance Permit at 311 Ash Street to reduce the required parking and facilitate the development. In the discussion, concerns were raised regarding the loss of three significant mature trees on the south-east side of the building and the condition of the building. After discussion, Council passed the following motions:

THAT Council defers the Development Variance Permit DVP00701 for 311 Ash Street pending:

- The applicant reporting back to Council regarding climate mitigation options for the building;
- The applicant be required to plant the maximum size tree under the tree bylaw; and,
- The Building Inspector to report back on the conditions of the building.

THAT Council defers consideration of Item 6.2.a. – Housing Agreement (311 Ash Street) Bylaw No. 8382, 2023 pending approval of the Development Variance Permit DVP00701 for 311 Ash Street.

Staff have now received responses from the applicant, have completed the necessary inspection, and are providing this report in response to Council’s motions.

In response to Council’s motion regarding climate mitigation options for the building, the Housing Agreement has been updated to:

- Specify that tenants may install air conditioners in their units: and,
- Specify that the owner cannot prohibit tenants from installing air conditioners.

In addition, through the Development Permit and Building Permit, staff will ensure that:

- The owner provides the necessary infrastructure upgrades, including the electrical panel as needed, to the base building to accommodate installation of air conditioners within all units within the building.
- The owner provides shading devices sufficiently deep to provide fully shaded windows along the southern building face, in order to reduce heat gain during the summer.
- Replacement trees are provided per the Tree Bylaw.

As the Housing Agreement has been updated from the version that received three readings on February 13, 2023, Council would need to rescind third reading before re-giving third reading of the new Housing Agreement Bylaw.

DISCUSSION

The applicant has provided an email response to the issues raised in the adopted Council Motion. The applicant’s response is provided as Attachment 1.

Staff’s response to the issues raised is as follows:

Climate Mitigation

Council raised concerns about the loss of three significant trees and their shading benefits to existing units within the building, particularly on cooling of the units. The applicant has provided their rationale to remove the trees (Attachment 1). Given that the trees could not be feasibly retained if the units are to be added, new climate mitigation measures are proposed. Firstly, the Housing Agreement has been amended to ensure that the building owner cannot prohibit tenants from installing air conditioners, allowing tenants to cool their units and prevent overheating as needed. The building owner shall ensure that the electrical load in the building can be now or will be improved to accommodate the potential electrical load for such air conditioners through the Building Permit process. In addition, the applicant shall provide shading devices on the building to help reduce solar heat gain through the windows in summer. This shading would be secured through the delegated Development Permit, which would be considered by the Director of Climate Action, Planning and Development.

Maximum Sized Replacement Trees

The applicant has responded that they are amenable to providing the maximum caliper replacement trees. In the initial submission, the applicant had originally proposed to remove five trees but staff have worked with the developer to retain two of the five. Since the February 13, 2023 meeting, staff have reviewed the plans again and accept that the removal of the three trees will facilitate traditional construction methods for the newly proposed residential units with natural light. The three trees proposed for removal are semi-mature Austrian Pines which are estimated to be 40-70 years of age, in sound health and structure and, are located on the Third Avenue frontage.

Should Council approve the variance, the developer would be required to replace the removed trees at a 2:1 Ratio (six new trees), as required by the City’s Tree Protection Bylaw. The City’s arboricultural staff would work with the developer to select appropriate species to maximize longer-term tree canopy benefits; however, it should be noted that it will take decades before the replacement trees could provide similar benefits to the existing trees.

Building Condition

The Integrated Services Division conducted an inspection of the Building in May 2023. The inspection found minor deficiencies such as peeling paint, water leaks near windows, lack of aesthetic maintenance in non-renovated units, slow drains, and lack of hot water available. Integrated Services completed a follow-up inspection in June 2023 and found that all deficiencies have been addressed.

REVIEW PROCESS

The review steps for this application are:

1. Report to Council for First, Second and Third Readings of the Housing Agreement Bylaw No. 8382, 2023 and to request that Council issue notice that it will consider issuance of a Development Variance Permit for the proposed parking (February 13, 2023);
2. Council motion tabling the Housing Agreement and Development Variance Permit applications pending further information from the applicant (February 27, 2023);
3. Update Report to Council to rescind and re-give Third Reading of the Housing Agreement Bylaw No. 8382, 2023 and request that Council re-issue notice that it will consider issuance of a Development Variance Permit for the proposed parking (**WE ARE HERE**);
4. Council consideration of adoption of Housing Agreement Bylaw No. 8382, 2023 and Council consideration of the Development Variance Permit (September 25, 2023);
5. Finalization and Registration of the Housing Agreement at the Land Title and Survey Authority;
6. Consideration of Development Permit application and issuance by the Director of Climate Action, Planning and Development.

CONSULTATION

Notices were previously circulated to surrounding residents in February 2023, when Council originally considered the DVP. As over six months have passed since Council originally considered the DVP, notices would be re-sent to surrounding residents by the City Clerk’s Office (Legislative Services Department) to provide an opportunity for written feedback prior to Council consideration of the Development Variance Permit.

OPTIONS

The following options are provided for Council’s consideration:

1. That third reading of Housing Agreement Bylaw (311 Ash Street) Bylaw No. 8382, 2023 be rescinded.

2. That Bylaw No. 8382, 2023 be re-considered and re-read a 3rd time as amended.
3. That Council, should the Housing Agreement Bylaw No. 8382, 2023 be adopted, direct the Mayor and Corporate Officer to execute the Housing Agreement.
4. That Council provide notice that it will consider issuance of a Development Variance Permit (DVP00701) to reduce the number of required off-street parking spaces by 34% from the Zoning Bylaw requirements for secured market rental units.
5. That Council endorse that fifty-one long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 311 Ash Street, should the Development Variance Permit (DVP00701) be approved by Council.
6. That Council provide staff with alternative feedback.

Staff recommend Options 1 through 5.

ATTACHMENTS

- Attachment 1: Applicant Response to Council Motion
- Attachment 2: Housing Agreement Bylaw No. 8382, 2023
- Attachment 3: Housing Agreement Principles Letter
- Attachment 4: Acting Director of Climate Action, Planning and Development’s Report Dated February 13, 2023

APPROVALS

This report was prepared by:
 Hanna Jarrett, Development Planner
 Demian Rueter, Acting Senior Manager of Climate Action, Planning and Development

This report was reviewed by:
 Mike Watson, Acting Manager of Development Planning

This report was approved by:
 Serena Trachta, Acting Director of Climate Action, Planning and Development
 Lisa Spitale, Chief Administrative Officer

Attachment #1

Applicant Response to Council Motion

From: Robert G. Billard <robert@billardarchitecture.ca>

Sent: Thursday, July 6, 2023 2:09 PM

To: Demian Rueter <drueter@newwestcity.ca>; Jackie Teed <jteed@newwestcity.ca>; Patrick Johnstone <pjohnstone@newwestcity.ca>; Ruby Campbell <rcampbell@newwestcity.ca>; Tasha Henderson <thenderson@newwestcity.ca>; Jaimie McEvoy <jmcevoy@newwestcity.ca>; Nadine Nakagawa <nnakagawa@newwestcity.ca>; Paul Minhas <pminhas@newwestcity.ca>; Daniel Fontaine <dfontaine@newwestcity.ca>

Cc: Rochele Cielo <Rochele@billardarchitecture.ca>

Subject: [EXTERNAL] 311 Ash Street - Surgical Density housing - Motion for additional information

Importance: High

CAUTION: This email originated from outside of the City of New Westminster's network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Demian, Jackie and New Westminster City Council,

On February 27th Council put forth a motion to defer the issuance of Development Variance Permit DVP00701 for 311 Ash Street.

We understand that Council received numerous letters from residents of the building related to the condition of some components of the building and concerns regarding parking. We also heard clearly from Council that issues of tenant health related to heat gain resulting from the removal of trees are of great concern. We understand the city's goal to increase the tree cover on city owned land and we can assure you we try hard to not have to remove mature trees where possible. We'd like to note that the proposal you are reviewing removed fewer trees than originally estimated following some design changes and coordination with the city arborist and ours.

The motion put forth by Council reads:

MOVED AND SECONDED

THAT Council defers the Development Variance Permit DVP00701 for 311 Ash Street pending:

- The applicant reporting back to Council regarding climate mitigation options for the building;
- The applicant be required to plant the maximum size tree under the tree bylaw; and,
- The Building Inspector to report back on the conditions of the building.

1. The applicant reporting back to Council regarding climate mitigation options for the building;

a. Existing Residents

- i. Based on the orientation of the building in relation to the sun's path at its peak elevation on June 21, the façade fronting Third Avenue faces Southeast, receives full direct sunlight between roughly 7:00 AM and 10:00 AM.
- ii. With the removal of the 3 trees, the façade fronting Third Avenue would receive direct sunlight between 7:00 AM and 12:00 PM.
- iii. As outlined in the *Green Building Advisor* article, "A quantitative Look at Solar Heat Gain", by Robert Opaluch in January 2018

"In the hotter summer season, solar heat gain through windows is usually undesirable. Even though south-facing windows have much higher solar gain during December and January than other orientations, the situation in summer has changed significantly due to changes in the position of the sun at midday. During the summer months, the path of the sun has changed. In June, the sun is closer to overhead at noon, so south windows have far less solar heat gain. Meanwhile, the solar heat gain through east- and west-facing windows is more intense due to the greater amount of solar radiation around June (for the northern hemisphere). East- and west-facing windows gain far more heat than south-facing windows during the summer months, until late August. West-facing windows gain that heat in the afternoon, usually during the hottest time of the day, making west-facing windows particularly undesirable unless well shaded."

- iv. The temperature statistics for our region, show that the coolest points during peak solar gain heat hours occurs at 3:00 AM. Temperatures rise beyond 20 Deg Celsius typically after 12:00 PM. At this point the thermal mass of the building is at a comfortable point. Exposure to further direct sunlight after this point, results in overloading the stored heat in the mass of the building. This stored heat creates uncomfortable and, as was experienced during the catastrophic Heat Dome, deadly conditions.
- v. As we are dealing with the Southeast façade, and its hours of exposure are not within the problematic heating hours, this façade does not incur the primary heat gains that would endanger the residents
- vi. From this data we can determine that while losing these trees is unfortunate, the creation of new homes in this location does not present a threat of dangerous heat gain for the existing residents.

b. New Homes

- i. The new ground-oriented homes will enjoy the same comfort of other homes built from concrete. The thermal mass of the concrete protects the residents from direct heat gain, but it is not thick enough and does not receive enough sunlight, as described above, to store a tangible amount of heat.

- ii. As the homes have slightly lower elevations and are protected by planted low walls, the angle of direct sunlight during the peak heat of the summer is not an issue. However, the low angle of sun during the cooler months has free access to the homes.

2. The applicant be required to plant the maximum size tree under the tree bylaw;

- a. The applicant agreeable to this condition and will continue to work with the City Arborist.

3. The Building Inspector to report back on the conditions of the building.

- a. The owner of the building has been working with the Bylaw Officer/Tenant Support Coordinator, Bal Varn, to review and rectify all deficiencies noted in a site review and subsequent report received from the city on May 4th, 2023.
- b. The owner received notification in writing on July 4th, 2023, that all deficiencies have been rectified.

We currently have 6 of these types of projects on hold with the Planning Department. These amount to 23 new homes that are waiting approval. As mentioned in previous conversations, this form of housing is “low hanging fruit” when it comes to creating badly needed homes. We have had approved by the City of New Westminster 10 previous project similar to this. One, 723 Fifth Ave, is nearly identical to the proposal for 311 Ash and it now has people living there.

In conclusion, we’d like to reiterate some of the benefits of these type of projects are the following:

- Fully sprinklered
- Up to the current building codes
- Energy efficient
- Low sound transmission
- Work passively to cool the space with the thermal mass of the concrete and limit heat gain.
- No need to evict current tenants.
- Assists in the climate initiative of disincentivizing car use.
- We are turning two to three parking stalls into a new home.
- In line with recent statistics that rental buildings do not use as much parking. In terms of 311 Ash, none of the parking spaces being taken for these homes are being used by tenants.
- Already in existing residential rental neighbourhoods.
- Ground oriented.
- Fast construction by comparison to new buildings. About 3 to 4 months.

Thank you again for your time and due diligence. We are looking forward to this project going back on the agenda for Council’s review.



Robert G. Billard, Architect AIBC, MRAIC, LEED AP
(He/Him)

Billard Architecture Inc.

#701 – 625 Fifth Ave, New Westminster, BC, V3M 1X4

Located on stolen and occupied land.

T: [604-619-0529](tel:604-619-0529) ext. 1003

robert@billardarchitecture.ca

www.billardarchitecture.ca

Attachment #2

Housing Agreement Bylaw No. 8382, 2023

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT (311 Ash Street) BYLAW NO. 8382, 2023

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

GIVEN THAT:

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

PID: 000-457-931

PARCEL "C" OF LOT 11 SUBURBAN BLOCK 6 REFERENCE PLAN 52656

(the “**Land**”)

wishes to construct five new market rental dwelling units on the Land.

- B. In connection with such construction, the Owner has agreed to use the Land 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 Westminster, in open meeting assembled,

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Housing Agreement (311 Ash Street) Bylaw No. 8382, 2023”.
2. Council hereby authorizes the City of New Westminster 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 ___ day of _____, 2023.

READ A SECOND TIME this ___ day of _____, 2023.

READ A THIRD TIME this ___ day of _____, 2023.

ADOPTED this ___ day of _____, 2023.

Mayor Patrick Johnstone

City Clerk Peter DeJong

Schedule "A"
Section 219 Covenant and Housing Agreement



1. Application

<p>Timothy Luk YOUNG ANDERSON 1616 808 Nelson Street Vancouver BC V6Z 2H2 6046897400</p>

File No. 239-1262
311 Ash St. Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
000-457-931	PARCEL "C" LOT 11 SUBURBAN BLOCK 6 (REFERENCE PLAN 52656)

3. Nature of Interest

Type	Number	Additional Information
COVENANT		S.219
PRIORITY AGREEMENT		Granting the Covenant herein priority over Mortgage CA8046698 and Assignment of Rents CA8046699

4. Terms

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

5. Transferor(s)

CEDARVALE APARTMENTS HOLDINGS LTD., NO.BC1052828
PEOPLES TRUST COMPANY (AS TO PRIORITY)

6. Transferee(s)

<p>THE CORPORATION OF THE CITY OF NEW WESTMINSTER 511 ROYAL AVENUE NEW WESTMINSTER BC V3L 1H9</p>
--

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**CEDARVALE APARTMENTS
HOLDINGS LTD.**
By their Authorized Signatory

NAME:

(as to both signatures)

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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**PEOPLES TRUST COMPANY (AS TO
PRIORITY)**
By their Authorized Signatory

NAME:

(as to both signatures)

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.



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

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

By their Authorized Signatory

NAME:

NAME:

(as to both signatures)

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 22nd day of August, 2023, is

BETWEEN:

CEDARVALE APARTMENTS HOLDINGS LTD., INC. NO. BC1052828

202-4388 STILL CREEK DRIVE
Burnaby, British Columbia V5C 6C6

(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;
- D. The Owner wishes to construct five new market rental Dwelling Units on the Lands (the “Development”) to operate in addition to those Dwelling Units in the existing market rental building on the Lands;
- E. In connection with the existing market rental building and planned additional Dwelling Units, the Owner has agreed to use the building only for rental housing in accordance with the terms of this Agreement; and
- F. The City and the Owner wish to enter into this Agreement to provide long-term 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) “building” means the residential building presently located on the Lands as well as any residential buildings proposed to be constructed on the Lands by the Owner after the reference date of this Agreement, including the five new market rental units;
- (c) “Dwelling Unit” means a residential dwelling unit or units located or to be located on the Lands, including the existing building and any future buildings;
- (d) “LTO” means the New Westminster Land Title Office or its successor;
- (e) “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);
- (f) “Tenancy Agreement” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit; and
- (g) “Tenant” means an occupant of a Dwelling 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 OF AND CONSTRUCTION UPON LANDS

2.1 Use of the Lands – The Lands must only be used in accordance with this Agreement and:

- (a) a Dwelling Unit must only be used as a permanent residence for a Tenant;
- (b) the tenure of all Dwelling Units must be residential rental.

2.2 Restriction on Subdivision – The Lands and any building on the Lands must not be subdivided by any means whatsoever, excluding the consolidation of the Lands with other lands 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 Dwelling Units to be sold independently of each other.

2.3 Short-term Rentals Prohibited – No Dwelling 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 will, in respect of each Dwelling 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 Dwelling 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 will provide to the City such further statutory declarations as requested by the City in respect to a Dwelling 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 Application of Agreement – all of the terms of this Agreement will apply to existing Dwelling Units and any subsequent Dwelling Units within the Lands, including the five Dwelling Units that are proposed to be constructed as part of the Development.

ARTICLE 3 USE OF DWELLING UNITS

3.1 Tenancy Agreements – Any Tenancy Agreement entered into with a Tenant will conform with this Agreement and will specifically provide that:

- (a) the Dwelling Unit will only be used for residential tenancies validly entered into under the *Residential Tenancy Act* by a Tenant;
- (b) if the Tenancy Agreement is entered into on or after the execution of this Agreement, the Tenancy Agreement will be for a term of at least thirty (30) days;
- (c) the Owner will attach Article 2 (Use and Construction of Lands and Dwelling Units) and Article 3 (Disposition and Acquisition of Dwelling Unit) of any Housing Agreement registered against title to the Lands to every Tenancy Agreement created at or after the time of execution of such Housing Agreement by the City and the Owner; and
- (d) the Tenant may install and operate one or more portable or window-mounted air conditioning units in their Dwelling Unit.

3.2 Ownership and Management – The management of all Dwelling Units will be undertaken by a single legal entity.

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

- (a) the Dwelling 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 property or similar tax;

- (c) the Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand; and
- (d) the Owner will not prohibit or prevent the Tenant from installing and operating one or more air conditioning units in their Dwelling Unit, as permitted by section 3.1(d).

ARTICLE 4 TERM AND DEMOLITION

4.1 Expiry of Housing Agreement – This Agreement will cease to apply from and after the date which is the later of:

- (a) sixtieth (60th) anniversary of the date this Agreement is registered in the LTO; or
- (b) the date that all buildings located on the Lands have been demolished pursuant to clause 4.2, and

upon expiry, the Owner may provide to the City a discharge of this Agreement, which the City will execute and return to the Owner for filing in the LTO.

4.2 Demolition – The Owner will not demolish a Dwelling 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 Dwelling 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;

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

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 Owner will furnish good and efficient management of the Dwelling Units upon the Lands;
- (b) the Owner will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*;
- (c) the Owner will maintain the Dwelling 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; and
- (d) the Owner will 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 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.

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 Dwelling 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 Dwelling 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 Owners Expense – The Owner must perform its obligations under this Agreement at its own expense and without compensation from the City.

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

5.15 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 Dwelling 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.

5.16 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.

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 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 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 as the agent, joint venturer, or partner of the City or give the Owner 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 Execution in Counter Part - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement

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 Westminster, 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. 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. **PEOPLES TRUST COMPANY** (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 CA8046698 and Assignment of Rents CA8046699; 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

Attachment #3

Housing Agreement Principles Letter

311 Ash Street Housing Agreement Principles Letter

We, the owners of the property at 311 Ash Street, agree to the following principles that will form a housing agreement for the property:

- 1) The owner(s) will operate the building located at 311 Ash Street, New Westminster (the "Building"), and all dwelling units therein, for rental purposes only and will obtain a business licence from the City of New Westminster for the operation of these rental units. The management and maintenance of the rental units will be expected to comply with all relevant provisions of the *Residential Tenancy Act* and any other applicable provincial legislation and City bylaws, including *The City of New Westminster Business Regulations and Licensing (Rental Units) Amendment Bylaw No 8130 (2019)*.
- 2) Article 2 (Use and Construction of Lands and Secured Rental Units) and Article 3 (Disposition and Acquisition of Secured Rental Units) of any Housing Agreement registered against title to 311 Ash Street will be attached to every tenancy agreement created at or after the time of execution of such Housing Agreement by the City and the owner(s).
- 3) All units in the Building must be owned and managed by one entity.
- 4) All dwelling units in the Building shall be rented for long-term rental uses and all tenancies beginning on or after the time of execution of a Housing Agreement by the City and the owner(s) must be one month or longer.
- 5) The owner(s) will not require a tenant(s) or any permitted occupant of the Building to pay any extra charges or fees for property or similar tax.
- 6) All principles of this housing agreement will apply to existing rental units and any subsequent rental units developed within this property, including the five market rental units that are proposed to be developed as part of the building permit application for this project.
- 7) The rental tenure will be guaranteed for 60 years or the life of the building.
- 8) The Owner(s) will operate the housing as market rental units. The Housing Agreement will not provide restrictions on eligibility or market rent.

Name of land owner/developer company (please write here):
Cedarvale Apartments
Holding LTD

Name of person signing this letter on behalf of company (please write here): Mario Cirillo

Signature of person signing this letter (please sign here):

Mario Cirillo

Date of signature (please write the date here - month, day, year):

DEC 1 2022

Attachment #4

*Acting Director of Climate Action, Planning and
Development's Report dated February 13,
2023*

REPORT

Climate Action, Planning and Development

To: Mayor Johnstone and Members of Council
Date: February 13, 2023

From: Jackie Teed,
Acting Director of Climate Action,
Planning and Development
File: DVP00701
HA000031
Item #: 2023-71

Subject: **Housing Agreement Bylaw and Development Variance Permit to Vary Residential and Visitor Parking Requirements: 311 Ash Street – Bylaw for Three Readings**

RECOMMENDATION

THAT Council consider Housing Agreement Bylaw No. 8382, 2023 to authorize the City to enter into a Housing Agreement with the property owner to require that all residential units at 311 Ash Street be secured as market rental housing for First, Second and Third Readings.

THAT Council, should the Housing Agreement Bylaw No. 8382, 2023 be adopted, direct the Mayor and Corporate Officer to execute the Housing Agreement.

THAT Council provide notice that it will consider issuance of a Development Variance Permit (DVP00701) to reduce the number of required off-street parking spaces by 34% from the Zoning Bylaw requirements for secured market rental.

THAT Council endorse that fifty-one long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 311 Ash Street, should the Development Variance Permit (DVP00701) be approved by Council.

PURPOSE

This report is to request that Council: 1) consider Housing Agreement Bylaw No. 8382, 2023 for First, Second and Third Readings; 2) issue notice that Council will consider Development Variance Permit (DVP00701) for a 11 space reduction (34%) to the

required off-street parking provisions; and 3) request endorsement of requiring bicycle parking spaces as part of the Development Permit.

EXECUTIVE SUMMARY

Housing Agreement and Development Variance Permit (DVP) applications have been submitted to allow replacement of ten existing parking spaces with five new residential units and four parking spaces with two storage rooms in an existing 29 unit residential rental building at 311 Ash Street. The Housing Agreement would secure all existing and proposed units (34 units total) within the building as a market rental project for 60 years or the life of the building, whichever is longer. The DVP would reduce required off-street parking by 11 spaces (34%), including one visitor space. Staff considers the variance for parking to be reasonable when accompanied by a commitment to measures that support active travel, and providing adequate bicycle parking spaces.

BACKGROUND

Policy and Regulation Context

The applicant’s proposal is consistent with the Official Community Plan land use designation for the site: (RM) Residential – Multiple Unit Buildings. The current zoning is RM-2 Apartment (Low Rise). A summary of related City policies and regulations, which includes the Official Community Plan (OCP) Land Use Designation, Secured Market Rental Housing Policy, Development Permit Area (DPA), and Zoning, is included in Attachment 1.

Site Characteristics and Context

The site is located on the corner of Ash Street and Third Avenue. The current three storey building, which consists of 29 residential rental units, was built in 1979. The site is surrounded by single family houses and older high- and mid-rise buildings, ranging from three to six storeys in height. It is in close proximity to Tipperary Park and the Fraser River Middle School. The site is well serviced by transit and within walking distance of multiple bus stops located along the Eighth and Sixth Street Frequent Transit Network (FTN). More details on proximity to transit service and other sustainable transportation options is included in Attachment 3.

PROJECT DESCRIPTION

The applicant is proposing to replace 14 existing parking spaces with five new residential units and two separated storage areas, within an existing 29-unit residential rental building. All proposed units are one-bedroom ranging between 675.4 and 712.6 sq. ft. (62.7 and 66.2 sq. m.). All existing and proposed rental units (34 units total) would be secured with a Housing Agreement for 60 years or the life of the building, whichever is longer.

The new units would be located within the parking level at the south side of the building, facing Third Avenue. The units would be added in the below-grade portion of the parking area and, due to the sloped nature of the site, the east elevation of the units would be below-grade. Windows and patio wells would be located along the east side of each unit. Each unit would have its own private open space (patio).

The proposal would reduce off-street parking from 35 spaces currently existing (32 spaces required by the Zoning Bylaw) to 21 spaces, including two new parking spaces proposed to be added on the south side of the parking area in place of a portion of the existing driveway, which would no longer be required for access. The proposal would result in 0.7 parking spaces per residential unit and one visitor parking space, and two accessible parking stalls would be provided. Though the additional units have been proposed in areas previously used for parking, no potential vehicle conflicts have been identified.

All units have internal access from the parking and elevator, and street access would also be provided from the east elevation via stairs leading from the partially below-grade patio wells to Third Avenue. To improve the accessibility of the building, a new accessible ramp has been proposed to be added at main entrance on Ash Street.

As part of the renovation and site improvement, a new enclosure has been proposed for the existing garbage area for screening. The proposed renovation plan is provided in Figure 1 below:

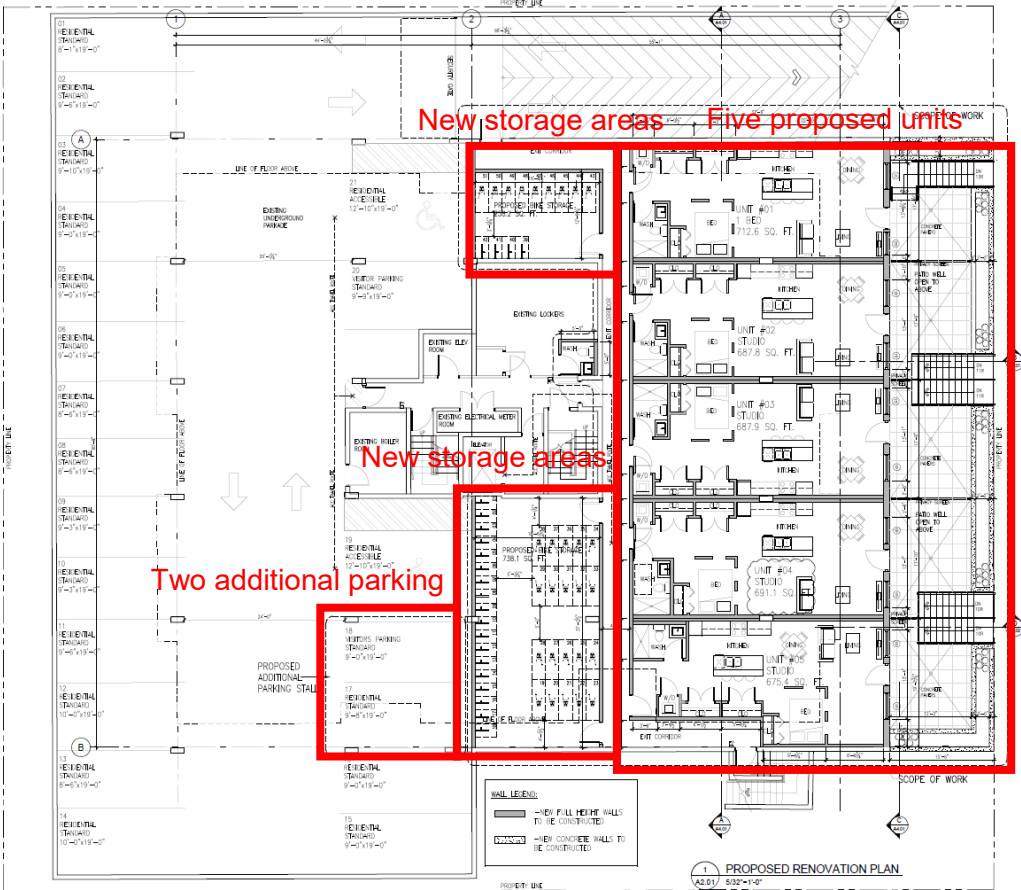


Figure 1: Proposed Renovation Plan

An application for a development permit has also been received to facilitate a form and character review of the proposal and would be considered by the Director of Climate Action, Planning and Development subject to Council approval of the Housing Agreement Bylaw and Development Variance Permit.

DISCUSSION

Requested Variance

The City’s Zoning Bylaw does not require additional off-street parking spaces for proposals to add new secured rental residential units to existing buildings. In this application, the proposed removal of 14 residential parking stalls has triggered the need to review parking requirements for the site. Based on that review, a Development Variance Permit to reduce off-street parking by 34% (11 spaces) below the minimum requirements of the Zoning Bylaw for secured market rental units is required to facilitate the proposal. This includes a reduction from three to one required visitor parking space. The applicant proposes to provide all required accessible parking stalls by converting two existing stalls to accessible parking stalls.

The applicant has requested the reduced parking rate be supported given the proximity to the Frequent Transit Network (FTN) and the low usage of the existing parking supply. The proposed 0.7 parking spaces per unit are higher than the requirements under the same Bylaw for secured market rental sites located within the Downtown neighbourhood (i.e., 0.6 space per unit for bachelor and one-bedroom units). The applicant states that, upon a survey conducted in August 2022, only 20 stalls are in use by residents and 15 stalls remain vacant due to the proximity to the Frequent Transit Network (FTN).

Below is a calculation of existing, required and proposed parking stalls, calculated based on section 140 Zoning Bylaw; Off-street Parking:

	Existing	Required	Proposed
Resident vehicle	35 (0 Accessible)	29 (2 Accessible)	19 (2 Accessible)
Visitor vehicle	0*	3	2
Short-term bike	0	6	6
Long-term bike	0	51	51

*When the building was built, all of the parking spaces would have been considered "residential."

ANALYSIS

Off-Street Parking Reduction

Given the proximity to transit staff considers the requested variance for parking, to a rate higher to those used in Downtown, to be reasonable if accompanied by a commitment to measures that support active travel. Specifically, staff have recommended the provision of six short-term bicycle parking stalls. The applicant has agreed to provide a minimum of six short-term spaces, with the design of these spaces to be reviewed as part of the development permit process. The applicant would also be required to comply with the long-term bike parking requirements of the Zoning Bylaw for all units (1.25 spaces per unit). The applicant has proposed fifty-one long-term bike parking stalls in satisfaction of this requirement.

Secured Market Rental Housing Agreement

The site is currently zoned RM-2 Apartment (Low Rise). Under Section 190.49 – Amenity Density Bonus of the City’s Zoning Bylaw, density can be increased to a maximum of 1.8 FSR if an amenity contribution is made. Projects that propose secured rental residential units are exempt from the requirements of a density bonus contribution.

The current density of 1.2 floor space ratio (FSR) would be increased to 1.38 FSR with the addition of the five units. The applicant has agreed to extend the Housing Agreement to cover all 34 rental units within the project and would therefore be exempt from a density bonus amenity contribution. The Housing Agreement Amendment Bylaw is included in Attachment 4.

The principles included in Attachment 5 to this report have been used (and agreed to by the owner/developer) for structuring the Housing Agreement Bylaw, and are consistent with the principles used for similar secured market rental housing proposals. The signed letter from the developer/owner agreeing to these principles is also included in Attachment 5 to this report.

REVIEW PROCESS

The review steps for this application are:

- 1. Report to Council for First, Second and Third Readings of the Housing Agreement Bylaw No. 8382, 2023 and to request that Council issue notice that it will consider issuance of a Development Variance Permit for the proposed parking (**WE ARE HERE**);
- 2. Council consideration of Adoption of Housing Agreement Bylaw;
- 3. Finalization and Registration of the Housing Agreement at the Land Titles Office;
- 4. Council consideration of the Development Variance Permit;
- 5. Consideration of Development Permit application and issuance by the Director of Climate Action, Planning and Development.

Consultation

Notices would be sent to surrounding residents by the City Clerk’s Office (Legislative Services Department) to provide an opportunity for written feedback prior to Council consideration of the Development Variance Permit.

INTERDEPARTMENTAL LIAISON

This report was written with input from the Engineering Department (Transportation).

OPTIONS

The following options are provided for Council’s consideration:

- 1. That Council consider Housing Agreement Bylaw 8382, 2023 for first, second, and third reading in order to require all residential units to be secured market rental housing;
- 2. That Council, should the Housing Agreement Bylaw No. 8382, 2023 be adopted, direct the Mayor and Corporate Officer to execute the Housing Agreement.
- 3. That Council provide notice that it will consider issuance of a Development Variance Permit (DVP00701) to reduce the number of required off-street parking spaces by 34% from the Zoning Bylaw requirements for secured market rental.;

4. That Council endorse that fifty-one long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 311 Ash Street, should the Development Variance Permit (DVP00701) be approved by Council;
5. That Council provide staff with alternative feedback.

Staff recommends Options 1, 2, 3 and 4.

ATTACHMENTS

Attachment 1: Policy and Regulations
Attachment 2: Rationale Letter and Project Drawings
Attachment 3: Site Context and Project Statistics
Attachment 4: Housing Agreement Bylaw 8382, 2023
Attachment 5: Housing Agreement Principles Letter

APPROVALS

This report was prepared by:
Nazanin Esmaeili, Planning Technician
Tristan Johnson, Senior Planning Analyst

This report was reviewed by:
Demian Rueter, Acting Manager of Planning

This report was approved by:
Jackie Teed, Acting Director, Climate Action, Planning and Development
Lisa Spitale, Chief Administrative Officer

Attachment 1
Policy and Regulations

POLICY AND REGULATIONS

Official Community Plan

The subject property is designated (RM) Residential – Multiple Unit Buildings. The purpose of this designation is to provide a mix of small to moderate sized multiple unit residential buildings in the form of townhouses, rowhouses, stacked townhouses and low rises. This proposal would be consistent with the designation.

Development Permit Area

The subject property is located within the Mainland - Multiple Unit Residential Development Permit Area. The intent of this DPA designation is to “integrate multi-unit housing forms into the city’s single detached dwelling and ground oriented housing neighbourhoods.”

This area is designated with the following purposes:

- Establishment of objectives for the form and character of multi-family residential development;
- Protection of the natural environment, its ecosystems and biological diversity; and
- Establishment of objectives to promote energy conservation.

A copy of the proposed DPA guidelines for the Mainland – Multiple Unit Residential Development Permit Area can be accessed at the following weblink below:

[https://www.newwestcity.ca/database/files/library/OCP_DPA_1.4_Multiple_Units_Residential_\(Consolidated_June_2020\).pdf](https://www.newwestcity.ca/database/files/library/OCP_DPA_1.4_Multiple_Units_Residential_(Consolidated_June_2020).pdf)

Zoning Bylaw

The subject property is zoned RM-2 - Apartment Low Rise. The intent of this zone is to allow low-rise apartment development with an opportunity for increased density upon amenity provision conditions being met. The maximum density without amenity provision is 1.2 FSR, or 1.8 FSR if amenity provisions set out in Section 190.49 of the Zoning Bylaw are met. The maximum building height is 10.67 metres (35 feet).

Affordable Housing Strategy

The first goal in the City’s Affordable Housing Strategy (2010) is to preserve and enhance New Westminster’s stock of safe, affordable and appropriate rental housing.

Secured Market Rental Housing Policy

The Secured Market Rental Housing Policy was adopted on May 13, 2013 and revised on January 9, 2017. One of the objectives for this policy is the renewal of the rental housing stock, specifically:

- Increase investment into the existing purpose-built rental housing stock. Increase the life span of the existing stock.
- Improve the operating costs of the purpose-built rental housing stock.

The incentives available through the renewal of the rental housing stock portion of this program are:

- Use the density bonus program to permit the construction of additional secured market rental units on site (up to 10% of the number of existing units), including the conversion of unused storage or recreation areas for additional units (subject to livability/Building Code issues being addressed).
- Eliminate the parking requirement for additional secured rental units created in existing buildings.
- Consider including existing rental buildings in a future phase of the Building Energy Efficiency Program that is part of the Community Energy & Emissions Plan.
- Consider relaxations to Engineering servicing requirements when adding new units.

Housing Agreements and Covenant

The recommended process to secure the building as market rental housing is through entering into a Local Government Act Section 483 Housing Agreement with the developer that is paired with a Land Title Act Section 219 Covenant on title. The Housing Agreement would need to be considered and adopted by Council. The Housing Agreement would be signed and registered with the Land Title Office.

Family Friendly Housing Policy

As this project is only adding five units, the Family-Friendly Housing Policy requirements for number of two and three bedroom units, which becomes applicable in development applications with 10 or more residential units added, does not apply to this project.

Attachment 2

Rationale Letter and Project Drawings

311 ASH ST – D.P & D.V.P - RATIONALE LETTER

May 12, 2022

City of New Westminster
Planning Department
511 Royal Avenue
New Westminster, BC V3L 1H9

Attention: Nazanin Esmaili, Planning Assistant

311 Ash St New Westminster B.C, V3M 5X7 is a 3-story apartment building with 29 existing rental units. There is one floor of parking below grade, with 35 existing parking stalls. In the parkade below there is an existing locker room, elevator room, electrical meter room and an existing boiler room.

We are proposing to re-use a total of 10 existing parking stalls in the east end of the parkade and convert this area into five (5) additional rental units: all of which are studio units. All five units are well over the recommended 350 SF & 525 SF from the BC Housing Design Guidelines & Constructions Standards. Unit #1 712.6.0 SF. Unit #2 687.8 SF. Unit #3 687.9 SF. Unit #4 691.1 SF. Unit #5 675.4 SF. All five units will have exterior entry from the patio wells along Third Ave. The patio wells will have stairs coming down from grade, as well as planters stepping up to grade. The patio wells will allow for ample sunlight to shine into the principal parts of the new rental units.

Presently there are 35 existing parking stalls. Upon surveying residents, it was found that only 15 stalls are in use by residents and 20 stalls remain vacant. The garbage and recycling area will remain in the same area which is on the exterior of the Northwest side of the parkade. We have proposed two additional stalls where the existing drive aisle is located, which will be removed once the units are in. After upgrading the parking stalls into rental housing units, the site will retain 21 parking stalls. We have proposed the addition of 2 Accessible stall close to the entrance in the basement level and 2 visitor parking stalls. There are no existing compact stalls.

Universally Accessible paths of travel identified on the proposed plan. Direct paths from the Accessible parking stalls to primary building entrances from the parkade identified. Accessible parking stalls not to be used as part of Accessible travel routes.

Residential & visitor parking stalls reductions consistent with New Westminster Seven Bold Step Program. Previously in 2019, New Westminster Council declared a climate emergency. One of the Seven Bold steps outlined by City is, Car Light Communities. The goal is for 60% of all trips within the City to be by sustainable modes of transportation. (Walk, Transit, Bicycle, Multi Occupant shared).

311 ASH ST – D.P & D.V.P - RATIONALE LETTER

The 311 Ash Street site is in between the Eighth Street and Sixth Street Frequent Transit Network Corridor. A quick 2-minute walk will lead you to a Frequent Transit Bus stops. The site is 140m from a Frequent Transit Bus stop, & 150m from another Frequent Transit Bus stop in the other direction. Most tenants in the building currently use Public Transportation as it is most beneficial for them. Most rental tenants do not own a personal vehicle. If they had their own vehicles, they would be renting parking stalls.

Approximately 28% of work commutes in New Westminster are taken by public transit every day. Integration of higher quality and more convenient transit connections can shift residents to optimize public transit over personal vehicles and result in a more balanced and sustainable transportation system. Frequent Transit Network Routes offer service every 15 minutes throughout the day, evenings, and weekends.

The site is also within a 5-minute walking distance to a variety of Markets, Restaurants, Shops & Religious Services in the Up-Town Neighbourhood.

Existing Parking stalls provided on site range from \$30 - \$50 per month fee set by building management for each tenant.

Additional garbage & recycling bins to be added to accommodate additional units. Tenants will be able to exit from the North end of the building to dispose of their waste in the bins. New tenants residing in Units #01-05 will be able to walk out of their units into the corridor and up to the main floor via elevator or stair core and out to the North end of the building to dispense of any garbage/recycling waste.

311 ASH ST – D.P & D.V.P - RATIONALE LETTER

PARKING RESIDENTIAL

EXISTING 311 ASH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	8'-1" x 19'-0" (2.46m X 5.79m)	1
	9'-6" x 19'-0" (2.90m X 5.79m)	3
	9'-10" x 19'-0" (3.00m X 5.79m)	2
	9'-0" x 19'-0" (2.74m X 5.79m)	4
	9'-3" x 19'-0" (2.82m X 5.79m)	3
	8'-6" x 19'-0" (2.59m X 5.79m)	4
	10'-0" x 19'-0" (3.05m X 5.79m)	3
	9'-8" x 19'-0" (2.95m X 5.79m)	1
	9'-2" x 19'-0" (2.79m X 5.79m)	1
	8'-10" x 19'-0" (2.69m X 5.79m)	8
	10'-2" x 19'-0" (3.10m X 5.79m)	1
	8'-11" x 19'-0" (2.72m X 5.79m)	1
	8'-8" x 19'-0" (2.64m X 5.79m)	3
TOTAL EXISTING STALLS		35

PARKING RESIDENTIAL

REQUIRED PARKING (NEW WESTMINSTER)		UNITS	STALLS	REFERENCE
SECURED RENTAL RESIDENTIAL UNITS	1.0 SPACE PER DWELLING UNIT	29	29	150.8.7 (a)
VISITOR	0.1 VISITOR PARKING SPACES PER DWELLING UNIT	29	3	150.8.7 (c)
ACCESSIBLE			2	
TOTAL RESIDENTIAL STALLS REQUIRED			32	STALLS REQUIRED

*FOR EVERY 40 SPACES, 2 STALLS MUST BE ACCESSIBLE

*FOR EVERY 70 SPACES, 3 STALLS MUST BE ACCESSIBLE

PARKING RESIDENTIAL

PROPOSED 311 ASH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	8'-1" x 19'-0" (2.46m X 5.79m)	1
	9'-6" x 19'-0" (2.90m X 5.79m)	2
	9'-10" x 19'-0" (3.00m X 5.79m)	1
	9'-0" x 19'-0" (2.74m X 5.79m)	5
	8'-6" x 19'-0" (2.59m X 5.79m)	3
	9'-3" x 19'-0" (2.82m X 5.79m)	2
	9'-8" x 19'-0" (2.95m X 5.79m)	1
	10'-0" x 19'-0" (3.05m X 5.79m)	2
VISITOR	10'-2" x 19'-0" (3.10m X 5.79m)	1
	9'-0" x 19'-0" (2.74m X 5.79m)	1
ACCESSIBLE	12'-10" x 19'-0" (m X 5.79m)	2
TOTAL PROPOSED STALLS		21

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ISSUED FOR DP/DVP

NO.	DATE	REVISION
3	2022.05.12	ISSUED FOR DP/DVP
2	2021.12.15	ISSUED FOR BUILDING PERMIT
1	2021.08.11	REVIEW

DESIGN CONSULTANT



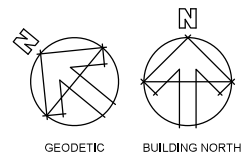
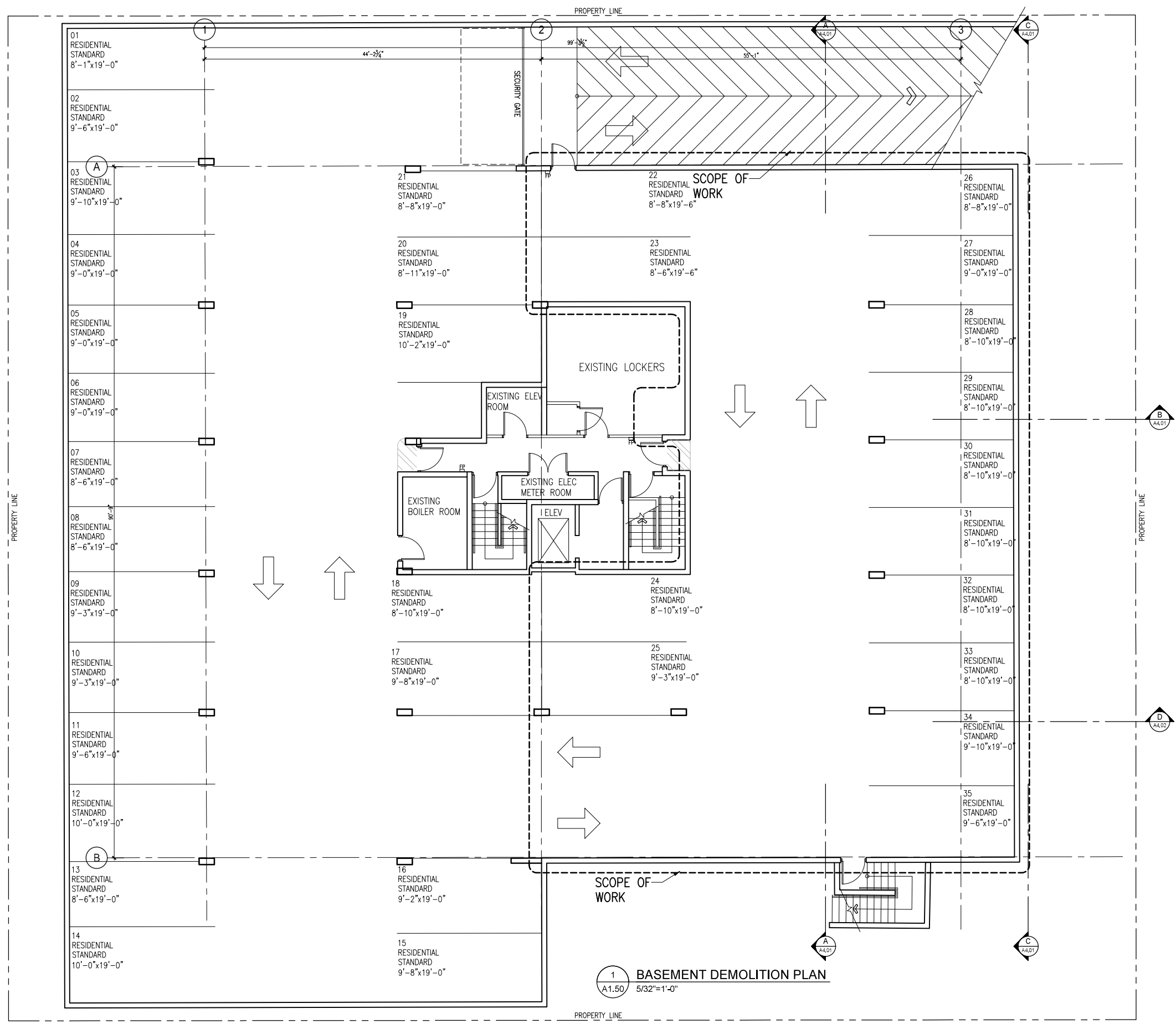
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 New Westminster, B.C. Canada,
 V3M 1X4
 (604) 619-0529
 info@billardarchitecture.ca
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PROJECT
 ASH RESIDENCES
 APARTMENT
 RENOVATION
 311 ASH ST
 NEW WESTMINSTER, BC

THIS ADDRESS IS LOCATED ON THE TRADITIONAL TERRITORY OF THE QAYQAYT FIRST NATION & THE COAST SALISH PEOPLE

SHEET TITLE
 BASEMENT
 DEMOLITION PLAN

SCALE: 5/32"=1'-0"
 SHEET NO. **A1.50**
 DRAWN BY: JP
 CHECKED BY: RB
 FILE: 21BA08



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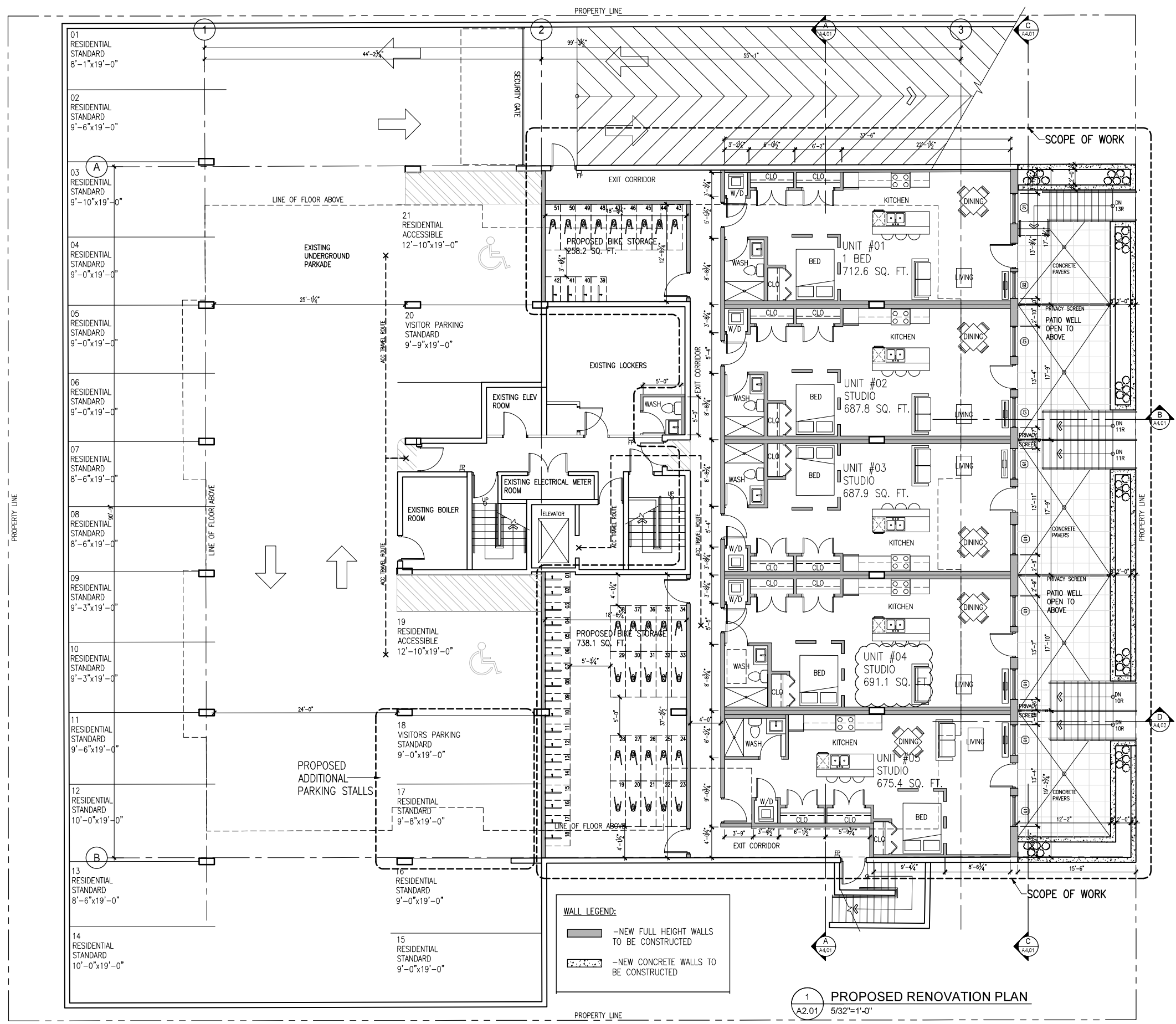
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PROJECT
**ASH RESIDENCES
APARTMENT
RENOVATION**
311 ASH ST
NEW WESTMINSTER, BC

THIS ADDRESS IS LOCATED ON THE TRADITIONAL TERRITORY OF THE QAYQAYT FIRST NATION & THE COAST SALISH PEOPLE

SHEET TITLE
**PROPOSED
RENOVATION
FLOOR PLAN**

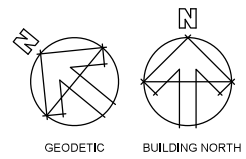
SCALE: 5/32"=1'-0" SHEET NO.
DRAWN BY: JP
CHECKED BY: RB
A2.01
Page 217 of 725
FILE: 21BA08



WALL LEGEND:

- NEW FULL HEIGHT WALLS TO BE CONSTRUCTED
- NEW CONCRETE WALLS TO BE CONSTRUCTED

1 PROPOSED RENOVATION PLAN
A2.01 5/32"=1'-0"



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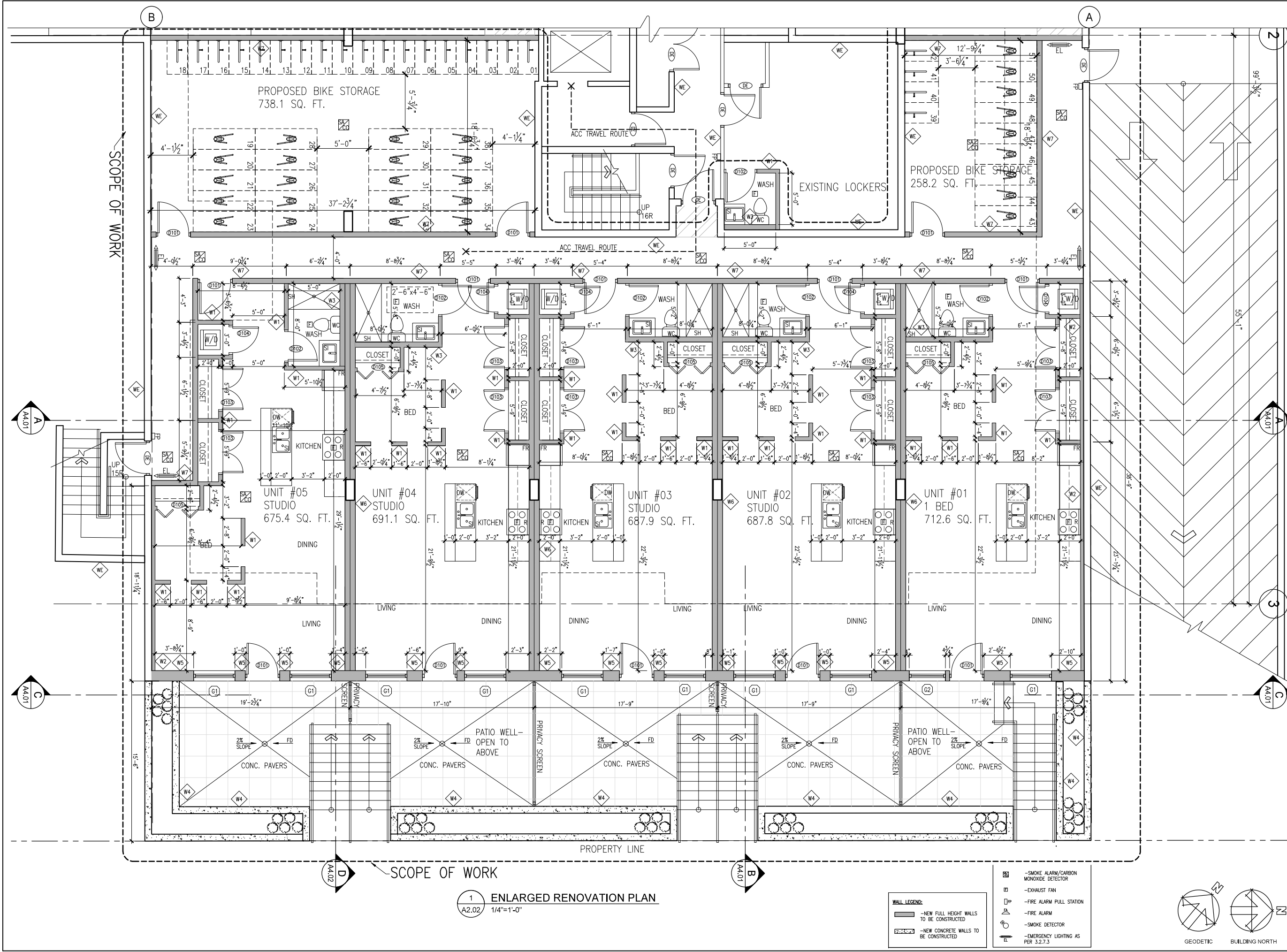
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APARTMENT
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311 ASH ST
NEW WESTMINSTER, BC

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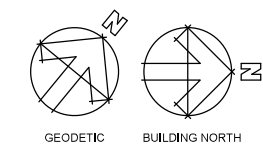
SHEET TITLE
**ENLARGED
RENOVATION
FLOOR PLAN**

SCALE: 1/4"=1'-0"
SHEET NO. **A2.02**
DRAWN BY: JP
CHECKED BY: RB
FILE: 218A08



1 ENLARGED RENOVATION PLAN
A2.02 1/4"=1'-0"

- WALL LEGEND:**
- NEW FULL HEIGHT WALLS TO BE CONSTRUCTED
 - NEW CONCRETE WALLS TO BE CONSTRUCTED
- SMOKE ALARM/CARBON MONOXIDE DETECTOR
 - EXHAUST FAN
 - FIRE ALARM PULL STATION
 - FIRE ALARM
 - SMOKE DETECTOR
 - EMERGENCY LIGHTING AS PER 3.2.7.3



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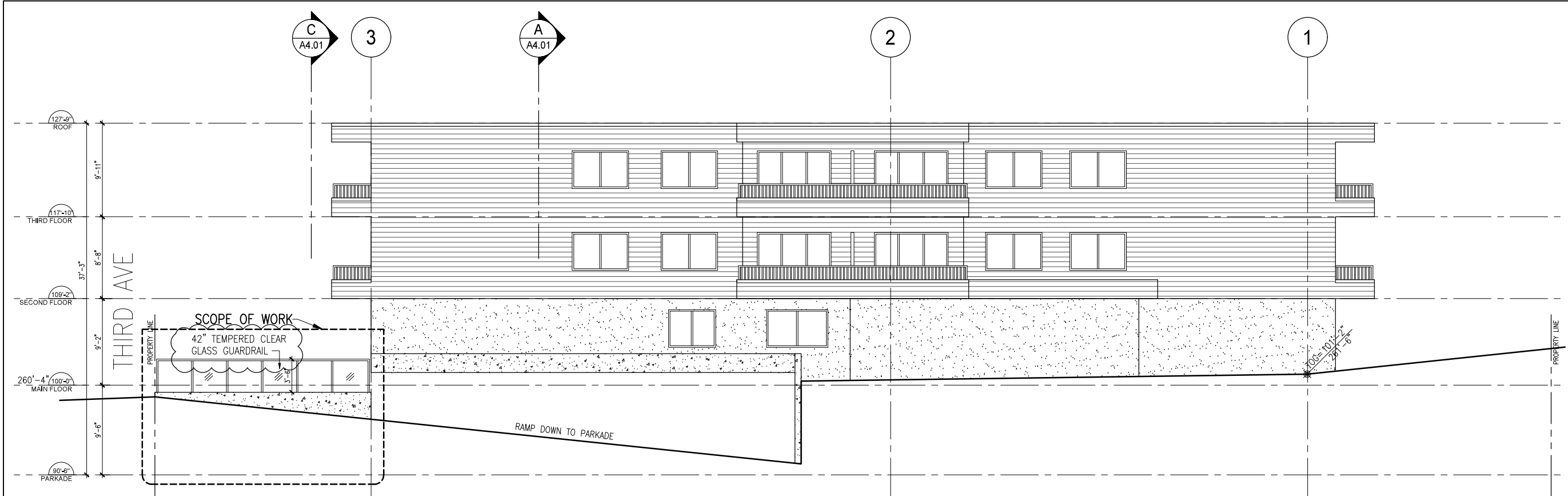
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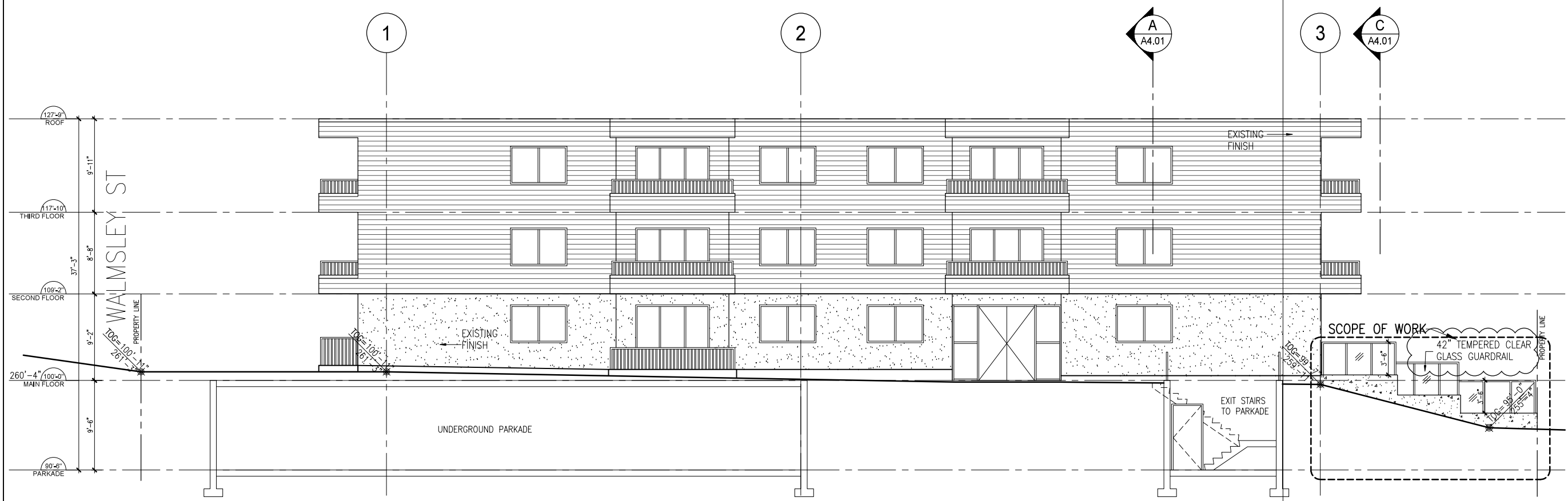
THIS ADDRESS IS LOCATED ON THE TRADITIONAL TERRITORY OF THE QAYQAYT FIRST NATION & THE COAST SALISH PEOPLE

SHEET TITLE
 NORTH & SOUTH ELEVATIONS

SCALE: 3/16"=1'-0" SHEET NO. **A3.01**
 DRAWN BY: JP
 CHECKED BY: RB
 FILE: 21BA08



1 PROPOSED NORTH ELEVATION
 A3.01 3/16"=1'-0"



2 PROPOSED SOUTH ELEVATION
 A3.01 3/16"=1'-0"

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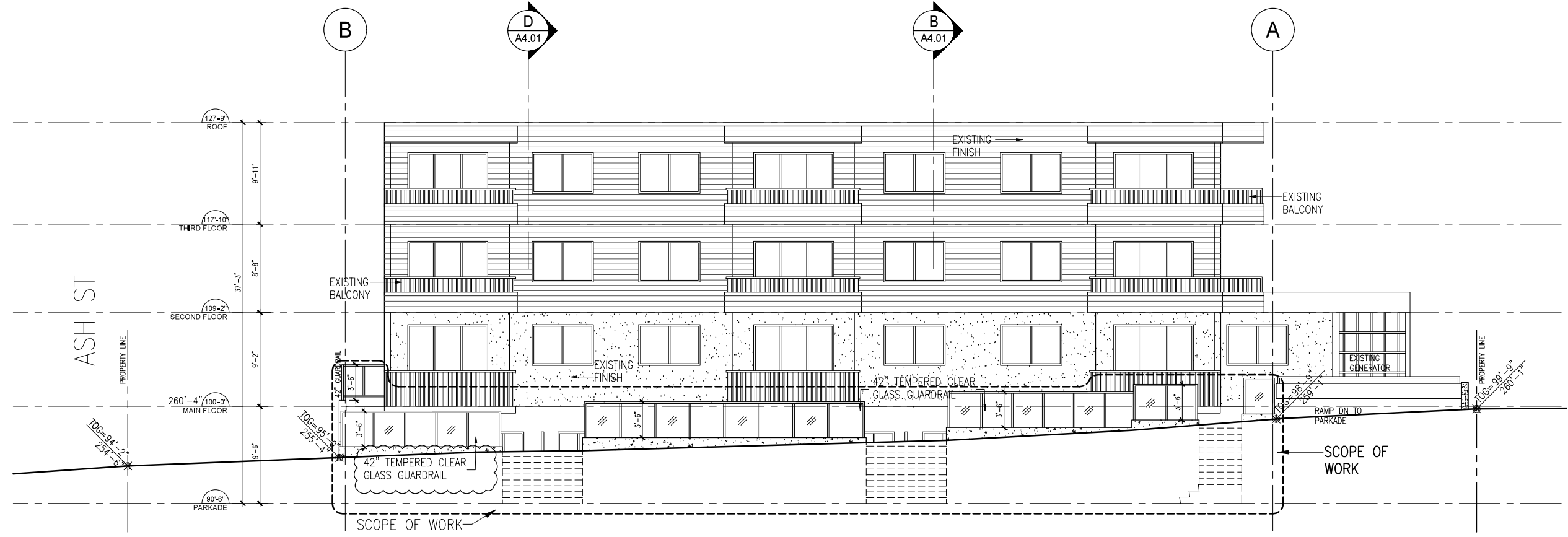
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PROJECT
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 311 ASH ST
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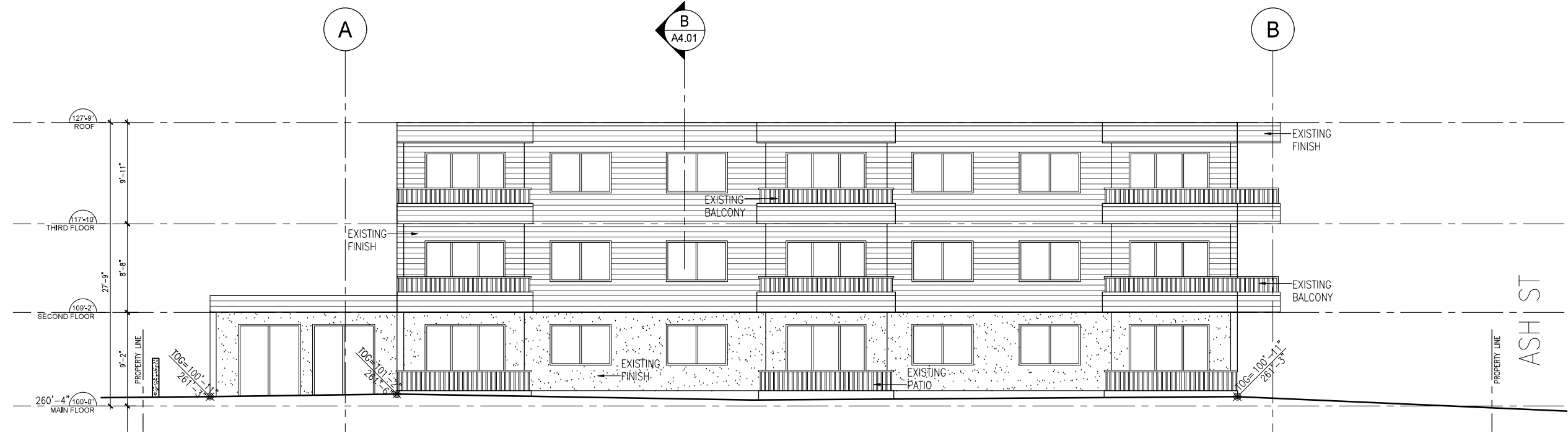
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SHEET TITLE
**EAST & WEST
 ELEVATIONS**

SCALE: 3/16"=1'-0" SHEET NO.
A3.02
 DRAWN BY: JP
 CHECKED BY: RB
 FILE: 21BA08



1 PROPOSED EAST ELEVATION
 A3.02 3/16"=1'-0"



2 WEST ELEVATION (NO WORK)
 A3.02 3/16"=1'-0"

Attachment 3
Site Context and Project Statistics

PROJECT STATISTICS

	Existing Building	Proposed 5-Unit Addition	Change
Existing Site Area (gross)	1814.77 m ² (19534 sq. ft.)		No change
Building Height	8.84 m (29 ft)		No change
Floor Space Ratio	1.2	1.38	0.18
Floor Area (gross)	2287.31 m ² (24621.24 sq. ft.)	2608.27 m ² (28,076.15 sq. ft.)	320.92 m ² (3454.91 sq. ft.)
Residential Units	29	34	+5
Parking	Total provided = 35 spaces	Total provided = 21 spaces	-14

SITE CONTEXT

311 Ash Street is located within the Brow of the Hill neighbourhood. The site is relatively flat with vehicle access from Third Avenue and the main building entrance facing Ash Street. There are properties zoned for and used for singled detached dwellings to the east. There are additional single detached dwelling properties across Third Avenue to the south, across Ash Street to the west and across Walmsley Street to the north. There are several three storey apartment buildings located across the intersection of Ash Street and Third Avenue. There are ten mature trees located on site.

The subject site is well serviced by transit and within walking distance of multiple bus stops located along the Eighth and Sixth Street Frequent Transit Network (FTN). Nearby transit routes, frequency, and destinations are outlined in the table below:

Transit Route	Stop Distance from Site	Peak Hours Frequency	Destinations
123 Bus (Eighth Street)	150 m	Every 7 minutes	New Westminster Station / Brentwood Station
106 Bus (Sixth Street)	275 m	Every 10 minutes	New Westminster Station / Edmonds Station
101 Bus (Sixth Avenue)	750 m	Every 18 minutes	Lougheed Station / 22 nd Street Station
155 Bus (Sixth Avenue)	750 m	Every 20 minutes	Braid Station / 22 nd Street Station
New Westminster SkyTrain Station (Eighth Street)	850 m	Every 2 minutes	Waterfront Station / King George Station / Production Way-University Station

Columbia SkyTrain Station (Columbia Street)	1.2 km	Every 2 minutes	Waterfront Station / King George Station / Production Way-University Station
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Additionally, the FTN network map below shows 311 Ash Street in relation to the network:



Frequent Transit Network (FTN) map showing 311 Ash Street in relation to FTN routes. Source: TransLink