

Attachment 3
Housing Agreement Bylaw
No. 8532

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT BYLAW (430 NINTH STREET) NO. 8532, 2026

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 Westminster, British Columbia legally described as:

PID: 013-466-909

LOT “C” (Explanatory plan 28847) of Lot 22 Suburban block 7 plan 2620

(the “**Lands**”)

wishes to obtain a Development Variance Permit in relation to parking requirements on the Lands.

- B. In connection with such variance, 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 Westminster, in open meeting assembled,

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Housing Agreement Bylaw (430 Ninth Street) No. 8532, 2026”.
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 on behalf of the City of New Westminster, substantially in the form attached hereto as Schedule "A", and the Corporate Officer is authorized to file in the Land Title Office a notice of the Housing Agreement, as required by section 483 of the *Local Government Act*.

GIVEN FIRST READING THIS ___ day of _____, 2026.

GIVEN SECOND READING THIS ___ day of _____, 2026.

GIVEN THIRD READING THIS ___ day of _____, 2026.

ADOPTED THIS ___ day of _____, 2026.

Mayor:

Corporate Officer:

Schedule "A"
Section 219 Covenant and Housing Agreement



1. Application

<p>Amanda Jane Scott YOUNG ANDERSON 1616 - 808 Nelson Street Vancouver BC V6Z 2H2 6046897400</p>

File No.: 239-1388
Cov-Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
013-466-909	LOT "C" (EXPLANATORY PLAN 28847) OF LOT 22 SUBURBAN BLOCK 7 PLAN 2620

3. Nature of Interest

Type	Number	Additional Information
COVENANT		S.219
PRIORITY AGREEMENT		Granting the Covenant granted herein priority over Mortgage BW25497 (see CA6564573)

4. Terms

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

5. Transferor(s)

METRO VANCOUVER HOUSING CORPORATION, NO.BC0129319
METRO VANCOUVER REGIONAL DISTRICT (AS TO PRIORITY)

6. Transferee(s)

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

METRO VANCOUVER HOUSING CORPORATION

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

METRO VANCOUVER REGIONAL DISTRICT (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.



Charge

General Instrument – Part 1

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 19th day of February, 2026, is

BETWEEN:

METRO VANCOUVER HOUSING CORPORATION, INC NO. BC0129319

4515 Central Blvd.

Burnaby, BC

V5H 0C6

(the “Owner”)

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

511 Royal Avenue

New Westminister, BC

V3L 1H9

(the “City”)

WHEREAS:

- A. As part of its Affordable Housing Strategy, the City wishes to preserve and enhance the City’s stock of rental housing;
- B. The Owner is the registered owner in fee simple of the lands and premises in the City of New Westminister, British Columbia which are legally described in Item 2 of the General Instrument – Part 1 attached hereto (the “Lands”);
- C. 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;
- D. 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
- E. The City and the Owner wish to enter into this Agreement to restrict the use and occupancy of 430 Ninth St, New Westminister, British Columbia (the “Building”), on the terms and

conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE THIS AGREEMENT IS EVIDENCE THAT 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 the Owner), 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” has the same meaning as set out in paragraph E of the recitals;
- (c) “Dwelling Unit” means one or more habitable rooms designed, occupied or intended for use, including occupancy, by one or more persons as an independent and separate residence in which a facility for cooking, sleeping facilities and a bathroom are provided for the exclusive use of such person or persons that are located, or to be located, in the Building;
- (d) “Lands” has the same meaning as set out in paragraph B of the recitals;
- (e) “LTO” means the New Westminster Land Title Office or its successor;
- (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 or group of occupants 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) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article section or Schedule of this Agreement;

- (d) 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;
- (e) the word “enactment” has the meaning given to it in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment or bylaw is a reference to that enactment or bylaw as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) 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;
- (k) 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
- (l) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".

ARTICLE 2 USE OF THE LANDS

- 2.1 Use of the Lands** – The Owner covenants and agrees, pursuant to section 219 of the *Land Title Act* that the Lands must only be used in accordance with this Agreement and a Dwelling Unit must only be used as a residence.

ARTICLE 3 DWELLING UNITS

- 3.1 Housing Agreement** – the Owner covenants and agrees pursuant to section 483 of the *Local Government Act* that the occupancy of every Dwelling Unit will be subject to and conducted in accordance with the terms and conditions of this Agreement.
- 3.2 Tenancy** – Dwelling Units may only be occupied as residential rentals.
- 3.3 Tenancy Agreement** – Every Tenancy Agreement will conform with this Agreement and the following:

- (a) A term permitting a Tenant to install an air-condition unit in a Dwelling Unit.

3.4 Occupancy and Tenure of Dwelling Units – Dwelling Units must not be rented, leased, licensed, or otherwise permitted to be occupied except in accordance with this Agreement and the following additional terms and conditions:

- (a) the Dwelling Units may only be used or occupied pursuant to a Tenancy Agreement;
- (b) all Tenancy Agreements commencing on or after the reference date of this Agreement will be for a term of no less than thirty (30) days;
- (c) the Owner will not require a Tenant or permitted occupant of a Dwelling Unit to pay additional charges or fees for property or similar tax;
- (d) the Owner will forthwith deliver a true copy of any Tenancy Agreement to the City upon demand; and
- (e) the Owner will attach a copy of Articles 2 and 3 of this Agreement to every Tenancy Agreement entered into after the reference date of this Agreement only. All tenancy agreements entered into before the reference date will not require any amendments to include these articles.

3.5 Short-term Rentals Prohibited – No Dwelling Unit may be occupied, rented, or used in any way whatsoever as a short-term vacation rental.

ARTICLE 4 TERM AND DISCHARGE

4.1 Expiry of Housing Agreement – This Agreement will expire and cease to apply from and after the latter of:

- (a) the sixtieth (60th) anniversary of the date this Agreement is registered in the LTO; or
- (b) the demolition of the Building, provided such demolition complies with the requirements of this Article.

Upon expiry, the Owner may provide 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 covenants and agrees it will not demolish 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 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 a professional engineer or architect, who is at arm's

length to the Owner, and the City, acting reasonable; and, in each case, a demolition permit for the Building has been issued by the City and the demolition of the Building, or portion thereof, is carried out in accordance with that permit; or

- (c) The Owner wishes to redevelop the Lands and the Building, provided that the new building must contain no fewer Rental Dwelling Units than the Building.

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; and
- (c) once such notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement under section 483 of the *Local Government Act*.

5.2 Modification – This Agreement may only be modified pursuant to the *Local Government Act*.

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;
- (b) the management of all Dwelling Units will be undertaken by a single legal entity;
- (c) 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*;
- (d) 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
- (e) 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, all other City bylaws, and any health and safety standards applicable to the Lands.

5.4 Requirement for Annual Report – Subject to the *Freedom of Information and Protection of Privacy Act*, the Owner will, upon written request by the City (though not more than once a calendar year) provide to the City a written report, which includes the rental roll.

5.5 Statutory Declaration – The City may, from time to time, request the Owner to provide written proof of compliance with this Agreement, and the Owner covenant and agrees to

provide, or cause an operator of the Lands to provide the City with such proof in a form reasonably satisfactory to the City, including as a declaration made under oath.

5.6 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.

5.7 Indemnity – As an integral part of this Agreement, the Owner must 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 any and all claims, demands, actions, causes of action, 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) breach of this Agreement by the Owner,

except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible, or from the breach of this Agreement by the City or those for whom it is at law responsible.

5.8 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 any and all claims, demands, actions, causes of action, loss, damage, costs and liabilities which arise by reason of or which would or could not occur but for:

- (a) the existence of or operation of this Agreement;
- (b) the exercise of any right or privilege by the City pursuant to this Agreement; or
- (c) the construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Dwelling Units under this Agreement,

except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible, or from the breach of this Agreement by the City or those for whom it is at law responsible.

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

5.10 City's Powers Unaffected – This Agreement does not:

- (a) affect, fetter or limit the discretion, rights, duties or powers of the City, or the approving officer 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 the common law or any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with the common law or any enactment, including in relation to the use or subdivision of the Lands.

5.11 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, any building on the Lands, 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.

5.12 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.**5.13 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.

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

- 5.15 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.
- 5.16 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.
- 5.17 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 in order to be effective.
- 5.18 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.
- 5.19 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.
- 5.20 Priority** – The Owner must cause this Agreement to be registered in the LTO against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
- 5.21 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.
- 5.22 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.

5.23 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.

5.24 Applicable Law – The laws of British Columbia apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

As evidence of their intention and agreement to be bound by this Agreement, the parties hereto have executed the General Instrument – Part 1 (*Land Title Act* Form C) which is attached to and forms part of this Agreement.

PRIORITY AGREEMENT

BETWEEN:

METRO VANCOUVER REGIONAL DISTRICT

Metrotower III
4515 Central Blvd
Burnaby, BC
V5H 0C6

(the "Prior Chargee")

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

511 Royal Avenue
New Westminister, BC
V3L 1H9

(the "Subsequent Chargee")

WHEREAS:

- A. Metro Vancouver Housing Corporation, Inc. No. BC0129319 (the "Owner") is the owner of that parcel of land and premises (the "Lands") located in the City of New Westminister and legally described as:

Parcel Identifier: 013-466-909
LOT "C" (EXPLANATORY PLAN 28847) OF LOT 22 SUBURBAN BLOCK 7 PLAN 2620;

- B. The Owner (or its predecessor in title) granted the Prior Chargee a Mortgage which is registered against title to the Lands in the New Westminister Land Title Office under BW25497 (the "Prior Charge"); and
- C. The Owner granted the Subsequent Chargee a *Land Title Act* section 219 covenant which will be registered concurrently with this Agreement (the "Subsequent Charge").

Now therefore in consideration of the sum of One Dollar (\$1.00) now paid by the Subsequent Chargee to the Prior Chargee, the receipt and sufficiency of which are hereby acknowledged, the Prior Chargee does hereby grant to the Subsequent Chargee priority over the Prior Charge and the Prior Chargee hereby covenants and agrees to subordinate and postpone all its rights, title and interest in and to the Lands with the intent and with the effect that the interest of the Subsequent

Chargee shall rank ahead of the Prior Charge as though the Subsequent Charge had been executed, delivered and registered in time prior to the registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee hereto has executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT