

REPORT

Climate Action, Planning and Development

To: Mayor Cote and Members of Council **Date:** January 31, 2022

From: Emilie K. Adin, MCIP **File:** DVP00691
Director, Climate Action, Planning and HA000028
Development

Item #: 2022-60

Subject: **Housing Agreement Bylaw and Development Variance Permit to Vary Residential and Visitor Parking Requirements: 520 Eighth Street – Bylaw for Three Readings**

RECOMMENDATION

THAT Council consider Housing Agreement Bylaw No. 8273, 2022 to authorize the City to enter into a Housing Agreement with the property owner to require that all residential units at 520 Eighth Street be secured as market rental housing for First, Second and Third Readings.

THAT Council, should the Housing Agreement Bylaw No. 8273, 2022 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 (DVP00691) to reduce the number of required off-street parking spaces by 21% from the standard Zoning Bylaw requirements for secured market rental.

THAT Council endorse that six long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 520 Eighth Street, should the Development Variance Permit (DVP00691) be approved by Council.

PURPOSE

The purpose of this report is to request that Council: 1) consider adoption of the Housing Agreement Bylaw No. 8273, 2022 for First, Second and Third Readings; 2) issue notice that Council will consider Development Variance Permit (DVP00691) for a

13 space reduction (21%) to the off-street parking provisions of the Zoning Bylaw for secured rental buildings.

EXECUTIVE SUMMARY

Housing Agreement and Development Variance Permit applications have been submitted to allow replacement of seven existing parking spaces and a portion of resident storage and locker areas with five new studio and one-bedroom residential units in an existing 56 unit residential rental building at 520 Eighth Street. The Housing Agreement would secure all existing and proposed units (61 units total) within the building as a market rental project for 60 years or the life of the building, whichever is longer. A Development Variance Permit, which would reduce off-street parking below the minimum requirements of the Zoning Bylaw for secured market rental, is required to facilitate the proposal.

Excluding the proposed five units, for which additional parking spaces are not required, 56 residential parking spaces (1.0 space per dwelling unit) and 6 visitor spaces (0.1 spaces per dwelling unit) would be required. The project proposes removing seven parking spaces, resulting in a total of 49 resident spaces (0.8 spaces per unit). No visitor spaces would be provided. This represents a 21% reduction in required parking (13 spaces). Despite this overall reduction, the applicant proposes to provide all required accessible parking stalls.

BACKGROUND

Policy and Regulation

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.

Development Variance Permit

Section 140.22 of the City's Zoning Bylaw does not require additional off-street parking spaces for secured rental residential units, provided that:

1. There are no more than five additional secured rental units proposed; and
2. The site was used for secured rental residential units since before 2014.

As per the above, the proposed five rental residential units do not require any additional off-street parking spaces. However, the proposed removal of seven 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 below the minimum requirements of the Zoning Bylaw for secured market rental is required to facilitate the proposal.

Development Permit

The applicant has submitted an application for a development permit. This development permit is 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 consideration of the Housing Agreement Bylaw and Development Variance Permit.

Site Characteristics and Context

The site is located mid-block on Eighth Street, between Sixth Avenue and Fifth Avenue. The current three level building, which consists of 56 residential rental units, was built in 1969. The site is surrounded by older high- and mid-rise buildings, ranging from 3 to 14 storeys in height, and is in close proximity to Moody Park and commercial uses along Sixth Street.



Figure 1: Site Context Map with 520 Eighth Street highlighted in Blue

Proximity to Transit Service and Other Sustainable Transportation Options

The site is well serviced by transit and within walking distance of multiple bus stops located along the Eighth Street Frequent Transit Network (FTN) and Sixth Avenue. These stops provide bus service to/from SkyTrain stations including New Westminster Station, 22nd Street Station, and Braid Station. The site is surrounded by a complete sidewalk network that is fully accessible. Car share services, for one-way (i.e., EVO) and two-way operations (i.e., Modo), are available in the neighbourhood.

Existing Active Transportation and Sustainable Modes	
Cycling Network	<ul style="list-style-type: none"> • < 300m from Rotary Crosstown Greenway • < 300m from Fourth Street, a primary bike route • < 300m from Tenth Street, a primary bike route
Transit Network	<ul style="list-style-type: none"> • Well-served by transit (#123 FTN on Eighth Street, #101 and #155 on Sixth Avenue) • < 150m walking distance to north and southbound FTN transit stops on Eighth Street • < 150m walking distance to east and westbound transit stops on Sixth Avenue • Bench and transit shelter provided at stops on Eighth Street and Sixth Avenue
Sustainable Modes	<ul style="list-style-type: none"> • 1 Modo car located approximately 400 m from site • Dedicated EVO parking on the 600 block of Belmont Street

PROJECT DESCRIPTION

The applicant is proposing to replace seven existing parking spaces and a portion of resident storage and locker areas with five new residential units within an existing 56 unit residential rental building. Two studio units of approximately 538.5 sq. ft. (50 sq. m.) and three one-bedroom units between 536.5 and 668.1 sq. ft. (49.8 and 62.1 sq. m.) are proposed. The units would be located adjacent to remaining storage and locker areas and near to the elevator, laundry, and parking. The proposed renovation plan is provided in Figure 2 below:

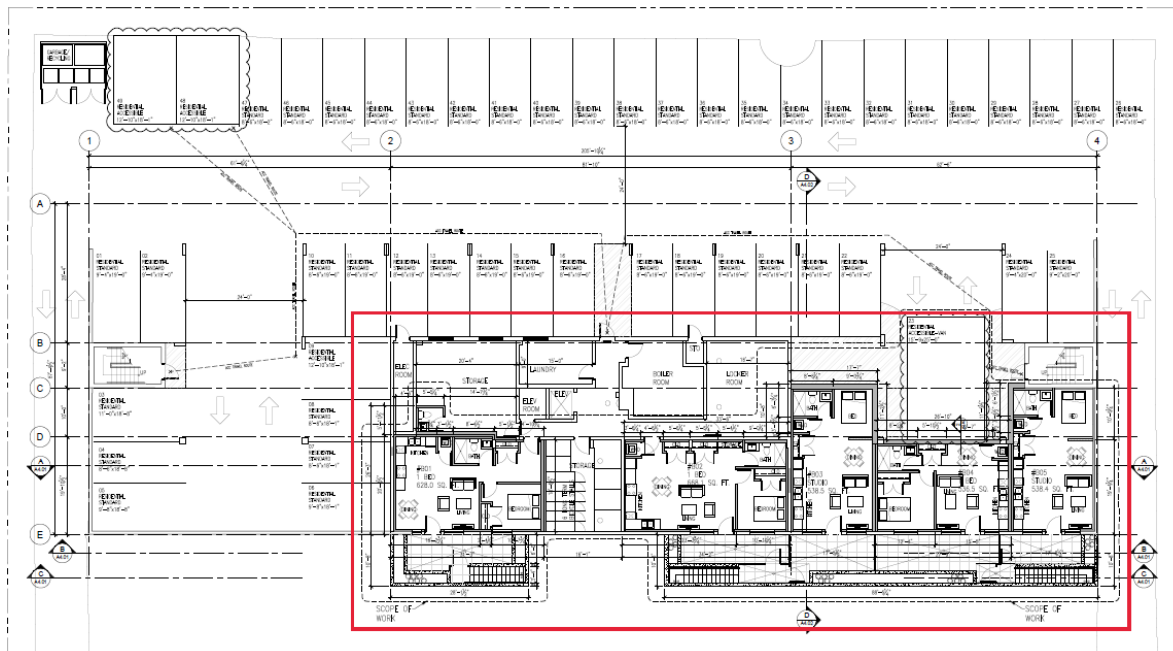


Figure 2: Proposed Renovation Plan

Units would be added in the below-grade portion of the parking and storage area. Due to the sloped nature of the site, the north elevation of the units would be below-grade, and the south portion at-grade. Windows and patio wells would be located along the north side of each unit. Street access would be provided from the north elevation via stairs leading from the below-grade patio wells to pathways connected to Eighth Street. At-grade accessible entries would be provided for Units B01 and B02 from the lobby area at the basement level. These two units would have the option of accessing the street via the nearby elevator.

The proposal would reduce off-street parking from 56 spaces currently provided to 49 spaces. Though the additional units have been proposed in areas previously served by parking, no potential vehicle and resident conflicts have been identified. The proposal would result in 0.8 spaces per residential unit and no visitor parking would be provided. Though a net decrease in parking is proposed, three accessible parking stalls and one accessible van parking stall would be provided, exceeding that required by the Zoning Bylaw (Sec. 145.4).

All existing and proposed rental units (61 units total) would be secured with a Housing Agreement for 60 years or the life of the building, whichever is longer.

DISCUSSION

Requested Variance

A variance to the current parking requirements is requested, such that the proposal would reduce the parking provision by 21% (13 spaces), which is less than the City's current Zoning Bylaw parking requirements for residential rental uses.

The applicant has requested the reduced parking rate be considered given the proximity to the FTN and the low use of existing parking supply. At 0.8 spaces per unit, the proposed provisions are similar to 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, 0.8 space per unit for two or more bedrooms). Based on a survey completed in April on utilization of the current parking supply, only 15 of the existing 56 stalls are assigned to residents, with 14 stalls (25%) in use by non-building neighbourhood residents and 27 stalls (48%) vacant (with an overall building vacancy rate of 1.8%).

ANALYSIS

Off-Street Parking Reduction

Given the proximity to transit and similarity of rates used in the Downtown neighbourhood, staff considers the variance for parking to be reasonable when accompanied by a commitment to measures that support active travel. Specifically, Transportation 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 is also required to comply with the long-term bike parking requirements of the Zoning Bylaw for the new proposed units (1.25 spaces per unit). The applicant has proposed six 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 an amenity contribution. The current density of 1.17 floor space ratio (FSR) would be increased to 1.26 FSR with the addition of the five units. The applicant has agreed to extend the Housing Agreement to cover all 61 rental units within the project and would therefore be exempt from an amenity contribution. The Housing Agreement Amendment Bylaw is included in Attachment 4.

The following principles have been used (and agreed to by the owner/developer) for structuring the Housing Agreement Bylaw. The signed letter from the developer/owner agreeing to these principles is included as Attachment 5 to this report:

1. The owner(s) will operate the building located at 520 Eighth St, 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 520 Eighth St 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.

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. 8273, 2022 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

As per the Council resolution on July 12, 2021 the development review process for Development Variance Permits no longer requires an Opportunity to be Heard. However, notices would be sent to surrounding residents by the Legislative Services Department to provide an opportunity for written feedback.

INTERDEPARTMENTAL LIAISON

This report was written with input from the Engineering Department.

OPTIONS

The following options are provided for Council's consideration:

1. That Council consider Housing Agreement Bylaw 8273, 2022 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. 8273, 2022 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 (DVP00691) to reduce the number of required off-street parking spaces to 21% below the standard Zoning Bylaw requirements for secured market residential;

4. That Council endorse that six long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 520 Eighth Street, should the Development Variance Permit (DVP00691) be approved by Council; or
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: Project Statistics
Attachment 4: Housing Agreement Bylaw 8273, 2022
Attachment 5: Housing Agreement Principles Letter

This report was prepared by:
Wendee Lang, Planning Analyst
Tristan Johnson, Senior Planning Analyst

This report was reviewed by:
Rupinder Basi, Supervisor of Development Planning
Lynn Roxburgh, Acting Supervisor of Land Use Planning and Climate Action

This report was approved by:
Emilie K. Adin, Director of 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 (as outlined in the Justification section of this schedule); and
- Establishment of objectives to promote energy conservation (as outlined in the Justification section of this schedule).

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.

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*

520 EIGHTH ST – PARKING RATIONALE LETTER

December 15, 2021

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

Attention: Wendee Lang, Planning Analyst

520 Eighth St New Westminster B.C, V3M 3S1 is a 3-story apartment building with 56 existing rental units. There is one floor of parking below grade, with 56 existing parking stalls. In the parking below there is existing storage and locker rooms.

We have proposed to re-use a portion of the existing storage and locker room areas and seven existing parking stalls to convert this area into 5 additional rental units: two studio units and three 1 bed units. All five rental units are over the recommended 350 SF and 525 SF from the B.C Housing Design Guidelines and Construction Standards. Unit#01 628.0 SF. Unit #02 668.1 SF. Unit #03 538.5 SF. Unit #04 536.5 SF. Unit #05 538.4 SF. All five units will have exterior entry from the patio wells along Eighth St. Units # 01 and #02 will also have interior access from the lobby area in the basement level. 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 in the new rental units.

Presently there are 56 existing parking stalls. Upon surveying residents, it was found only 15 stalls are in use by residents, 14 stalls are in use by non-building residents living around the neighborhood and 27 stalls remain vacant. We will propose the relocation of 1 Accessible parking stall on the west side of the parkade. After upgrading the parking stalls into Rental Housing Units, the site will retain 49 parking stalls. Presently there are two existing Accessible parking stalls, & 2 Accessible parking stalls will remain along with an additional Accessible parking stall and a Van accessible parking stall, totaling to 4 Accessible 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 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)

The 520 Eighth St site is on the Eighth Street Frequent Transit Network Corridor. A quick 1-minute walk will lead you to Frequent Transit Bus stops. The site is 67m from a Frequent Transit Bus stop, and 130m from another Frequent Transit Bus stop in the other direction. Most tenants in the

520 EIGHTH ST – PARKING RATIONALE LETTER

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 and 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.

3 storage rooms proposed in the basement level. 6 long term bicycle stalls proposed in storage room directly across from main building entry in the parkade, conveniently located, Will be accessible to residents of the building only. Electric outlets shall be provided in all bicycle storage facilities. Long term Bicycle parking entry 21'-0 (6.4m) from Basement Level building entry. Long term bicycle stalls designed per Section 150 Zoning Bylaw

12 short term bicycle stalls (11'-7" x 10'-8 ¼") proposed on the North side of the main level of the building. Short term bicycle parking to be well lit. Directional signage to be provided from principal building entrance. Short Term Bicycle stalls designed per Sec. 150.16 – 150.19 Zoning Bylaw.

The existing garbage/ recycling area to be enclosed with Architectural wood screen. Additional garbage & recycling bins to be added to accommodate additional units. Currently the tenants exit the basement level and dispense of their waste in the existing bins. The same route will remain. Units #01-02 will be able to exit the basement level and go through the same process. Tenants residing in units #03-05 will be able to walk up their patios and down the drive aisle to dispense of any garbage/recycling waste.

520 EIGHTH ST – PARKING RATIONALE LETTER

PARKING RESIDENTIAL

EXISTING 520 EIGHTH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	9'-0" x 17'-4" (2.74m X 5.30m)	5
	8'-6" x 17'-4" (2.59m x 5.30m)	10
VISITOR	9'-0" x 17'-4" (2.74m X 5.30m)	6
	8'-6" x 17'-4" (2.59m x 5.30m)	33
ACCESSIBLE	12'-10" x 18'-1" (3.9m x 5.5m)	2
TOTAL EXISTING STALLS		56

PARKING RESIDENTIAL

REQUIRED PARKING (NEW WESTMINSTER)		UNITS	STALLS	REFERENCE
SECURED RENTAL RESIDENTIAL UNITS	1.0 SPACE PER DWELLING UNIT	56	56	150.8.7 (a)
VISITOR	0.1 VISITOR PARKING SPACES PER DWELLING UNIT	56	6	150.8.7 (c)
TOTAL RESIDENTIAL STALLS REQUIRED		62 STALLS REQUIRED		

*FOR EVERY 70 SPACES, 3 STALLS MUST BE ACCESSIBLE

PARKING RESIDENTIAL		
PROPOSED 520 EIGHTH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	9'-4" x 19'-0" (2.84m X 5.79m)	2
	11'-0" x 18'-8" (3.35m x 5.69m)	1
	8'-6" x 18'-8" (2.59m x 5.69m)	1
	9'-8" x 18'-8" (2.95m x 5.69m)	1
	9'-8" x 18'-1" (2.95m x 5.51m)	1
	8'-6" x 18'-1" (2.59m x 5.51m)	2
	8'-6" x 19'-0" (2.59m x 5.79m)	13
	9'-4" x 20'-0" (2.84m x 6.10m)	1
	9'-2" x 20'-0" (2.79m x 6.10m)	1
	8'-6" x 18'-0" (2.59m x 5.49m)	22
ACCESSIBLE	12'-10" x 18'-1" (3.91m x 5.51m)	3
	15'-9" x 25'-0" (4.80m x 7.62m)	1
TOTAL PROPOSED STALLS		49

EIGHTH ST
APTS RENO
520 EIGHTH STREET
NEW WESTMINSTER, B.C.

ARCHITECTURAL:

- A1.00 COVER SHEET , SITE PLAN, LIST OF DRAWINGS & PROJECT INFORMATION
- A1.50 DEMOLITION PLAN - BASEMENT FLOOR
- A2.01 PROPOSED RENOVATED PLAN - BASEMENT FLOOR
A2.02 ENLARGED RENOVATED PLAN - BASEMENT FLOOR
- A2.10 EXISTING - MAIN FLOOR PLAN
A2.11 EXISTING - SECOND & THIRD FLOOR PLAN
- A2.20 PROPOSED RENO PLAN - FSR OVERLAY
A2.21 EXISTING MAIN FLOOR PLAN - FSR OVERLAY
A2.22 EXISTING SECOND & THIRD FLOOR PLAN - FSR OVERLAY
- A3.01 NORTH & WEST ELEVATIONS
A3.02 SOUTH & EAST ELEVATIONS
A4.01 AA, BB & CC BUILDING SECTIONS
A4.02 DD BUILDING SECTION

CODE ANALYSIS

ITEM	BRITISH COLUMBIA BUILDING CODE 2018	REFERENCE
1. PROJECT DESCRIPTION	RENOVATIONS	PART 3
2. BUILDING AREA (SM)(EXISTING)	3,446 SM (37,102 SF)	1.4.1.2
3. NUMBER OF STOREYS	4 STOREY	3.2.1.1.(3)
4. BUILDING HEIGHT	4 STOREY	3.2.1.1.(3)
5. NUMBER OF STREETS	1	3.2.2.10 & 3.2.5.5
6. BUILDING CLASSIFICATION	GROUP C,(UP TO 4 STOREYS) NON COMPLIANT GRANDFATHER	3.2.2.51
7. SPRINKLER SYSTEM	PARTIAL PARKADE -- PROPOSED UNITS SPRINKLERED	-
8. STANDPIPE REQUIRED	NO	3.2.5.8
9. FIRE ALARM REQUIRED	YES	3.2.4.1
10. WATER SUPPLY ADEQUATE	N/A	3.2.5.7
11. HIGH BUILDING	NO	3.2.6
12. PERMITTED CONSTRUCTION	COMBUSTIBLE	-
13. EMERGENCY LIGHTING	YES, AT EXITS	3.2.7.3.(i)(i)
14. RENOVATED UNIT AREAS		-
	#B-01 58.3 SM (628.0 SF) #B-02 62.0 SM (668.1 SF) #B-03 50.0 SM (538.5 SF) #B-04 49.8 SM (536.5 SF) #B-05 50.0 SM (538.4 SF) TOTAL 270.1 SM (2909.5 SF)	
15. EXIT WIDTH REQUIRED	800mm (ALL EXISTING)	TABLE 3.4.3.2.A
16. BARRIER-FREE DESIGN	NO	3.8
17. HAZARDOUS SUBSTANCES	NO	3.3.6
18. REQUIRED FIRE RESISTANCE RATING (FRR)		
18.1. FLOORS	45 MINUTES	3.2.2.52
18.2. LOADBEARING WALLS	45 MINUTES	3.2.2.52
18.3. ROOF	45 MINUTES	3.2.2.52
19. SEPARATION OF SUITES		
19.1. GROUP C	45 MINUTES	3.2.2.52
20. PUBLIC CORRIDOR SEPARATIONS	45 MINUTES	3.3.1.4 (2)
21. EGRESS DOORWAYS	1 EXIT REQUIRED 1 EXIT PROVIDED	3.4.2.1.(2)
22. TRAVEL DISTANCE	BASEMENT 30M (98.42FT)	3.4.2.5.1.(f)

DOOR SCHEDULE

No.	LOCATION	WIDTH	HEIGHT	THICKNESS	DESCRIPTION
D101	UNIT ENTRY	3'-0"	6'-8"	0'-1 3/4"	45 F.R.R.
D102	BATH	2'-10"	6'-8"	0'-1 3/4"	
D103	CLOSET	2'-6"	6'-8"	0'-1 3/4"	
D104	CLOSET	(2) X 2'-0"	6'-8"	0'-1 3/4"	
D105	GATE	3'-0"	3'-6"	0'-2"	ENTRY GATE

WINDOW SCHEDULE

No.	LOCATION	WIDTH	HEIGHT	DESCRIPTION	FACE
G1	LIVING	5'-0"	3'-6"		NORTH
G2	BED	4'-0"	3'-6"		NORTH
G3	LIVING	3'-0"	3'-6"		NORTH
G4	KITCHEN	2'-0"	3'-6"		NORTH

CONSTRUCTION ASSEMBLIES

WE - EXISTING WALL

W1 - TYP. INTERIOR WALL (PARTITION WALL)

- 1 LAYER 1/2" GYPSUM WALLBOARD
- 2"x4" WOOD STUDS @ 16" O.C.
- 1 LAYER 1/2" GYPSUM WALLBOARD

W2 - FURRING WALL (1 HR FIRE RATED)
ULC DES W301 EQUIVALENT OR BETTER

- 2 LAYERS 5/8" TYPE "X" GYPSUM WALLBOARD
- 2"x4" WOOD STUDS @ 16" O.C.
- ACOUSTIC BATT INSULATION
- EXISTING CONCRETE WALL

W3 - WET WALL

- 2"x6" WOOD STUDS @ 16" O.C.
- 1 LAYER 1/2" GYPSUM WALLBOARD

W4 - TYP. EXTERIOR CONCRETE WALL

- 8" CONCRETE WALL c/w WATERPROOFING TO OUTSIDE FACE

W5 - EXTERIOR WALL (1.5 FIRE SEPERATION)

- 2 LAYERS 5/8" TYPE "X" GYPSUM WALLBOARD
- 2"x8" STEEL STUDS @ 16" O.C.
- ACOUSTIC BATT INSULATION
- PLYWOOD SHEATHING
- CEMENT STUCCO (TO MATCH EXISTING)

W6 - TYP. PARTY WALL (1 HR FIRE SEPERATION)
APPENDIX 'A' TABLE A-9.10.3.1.A, WALL TYPE W13b, STC57

- 1 LAYER 5/8" TYPE "X" GYPSUM WALLBOARD
- 2"x4" STEEL STUDS @ 16" O.C.
- 1" AIR GAP
- 2"x4" STEEL STUDS @ 16" O.C.
- 1 LAYER 5/8" TYPE "X" GYPSUM WALLBOARD

FE - EXISTING FLOOR

1 SITE PLAN

A1.00 3/32"=1'-0"

PARKING REQUIREMENTS

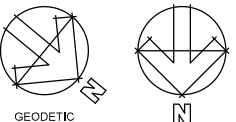
DISTRICT (NEW WEST)		REFERENCE
BROW OF THE HILL		150.8
UNIT CALCULATION		
	UNITS	REFERENCE
APARTMENT UNITS – EXISTING	56	–
APARTMENT UNITS – PROPOSED	5	–
TOTAL APARTMENT UNITS	61	–
FSR		
EXISTING	1.17	
NEW	1.26	
PARKING CALCULATION		
	STALLS	REFERENCE
PARKING STALLS – EXISTING	56	–
PARKING STALLS – PROPOSED	49	150.8.7
NUMBER OF ADDITIONAL PARKING STALLS	0	150.8.8.(a)

RENOVATION INFORMATION

RENOVATED UNIT AREA 2909.5 SF

NOTES

BUILDING 100% SECURED RENTAL RESIDENTIAL UNITS AS PER B/L 7688, 2014
PLANS & DESIGN TO BCBC 2018
CLIMATE ZONE 4, COMPLIANCE PATH: PRESCRIPTIVE
MONITORED FIRE ALARM SYSTEM
ANY PENETRATIONS THROUGH REQUIRED FIRE SEPARATIONS MUST BE PROPERLY FIRE STOPPED
ALL SMOKE DETECTION AND ALARMS WILL BE PROPERLY FUNCTIONING
ALL DOORS AND EXITS IN THE PUBLIC CORRIDOR WILL BE PROPERLY LATCHING
ALL REQUIRED HANDRAILS AND GUARDRAILS WILL BE SECURED IN PLACE



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V3M 1X4
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www.billardarchitecture.ca

PROJECT
520 - EIGHTH STREET
RENOVATION
NEW WESTMINSTER, BC

THIS ADDRESS IS LOCATED ON THE TRADITIONAL TERRITORY OF THE GAYQAYT FIRST NATION AND THE COAST SALISH PEOPLE

SHEET TITLE
COVER SHEET &
SITE PLAN

SCALE: 3/32"=1'-0"
DRAWN BY: SH/TZ
CHECKED BY: RB
PROJECT NO: 20BA08
SHEET NO: A1.00
FILE: 20BA08

WALL LEGEND:
- - - - - WALLS TO BE DEMOLISHED
AND DOORS TO BE
REPLACED. MAKE GOOD
BEFORE NEW CONSTRUCTION
-NEW DOOR OPENING

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1	2021.04.12	ISSUE FOR DP/DVP
NO.	DATE	REVISION

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SEAL

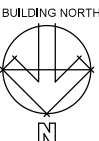
PROJECT
520 - EIGHTH STREET
RENOVATION
NEW WESTMINSTER, BC

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

SHEET TITLE
DEMOLITION PLAN /
EXISTING PARKING PLAN

SCALE: 1/8"=1'-0"
DRAWN BY: SH/TZ
CHECKED BY: RB
SHEET NO.
A1.50
PROJECT NO.
FILE: 20BA08

1 DEMO / EXISTING PARKING PLAN
A1.50 1/8"=1'-0"



WALL LEGEND:

- NEW FULL HEIGHT WALLS TO BE CONSTRUCTED
- NEW LOW WALLS 48" HEIGHT TO BE CONSTRUCTED
- NEW CONCRETE WALLS TO BE CONSTRUCTED

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SCALE

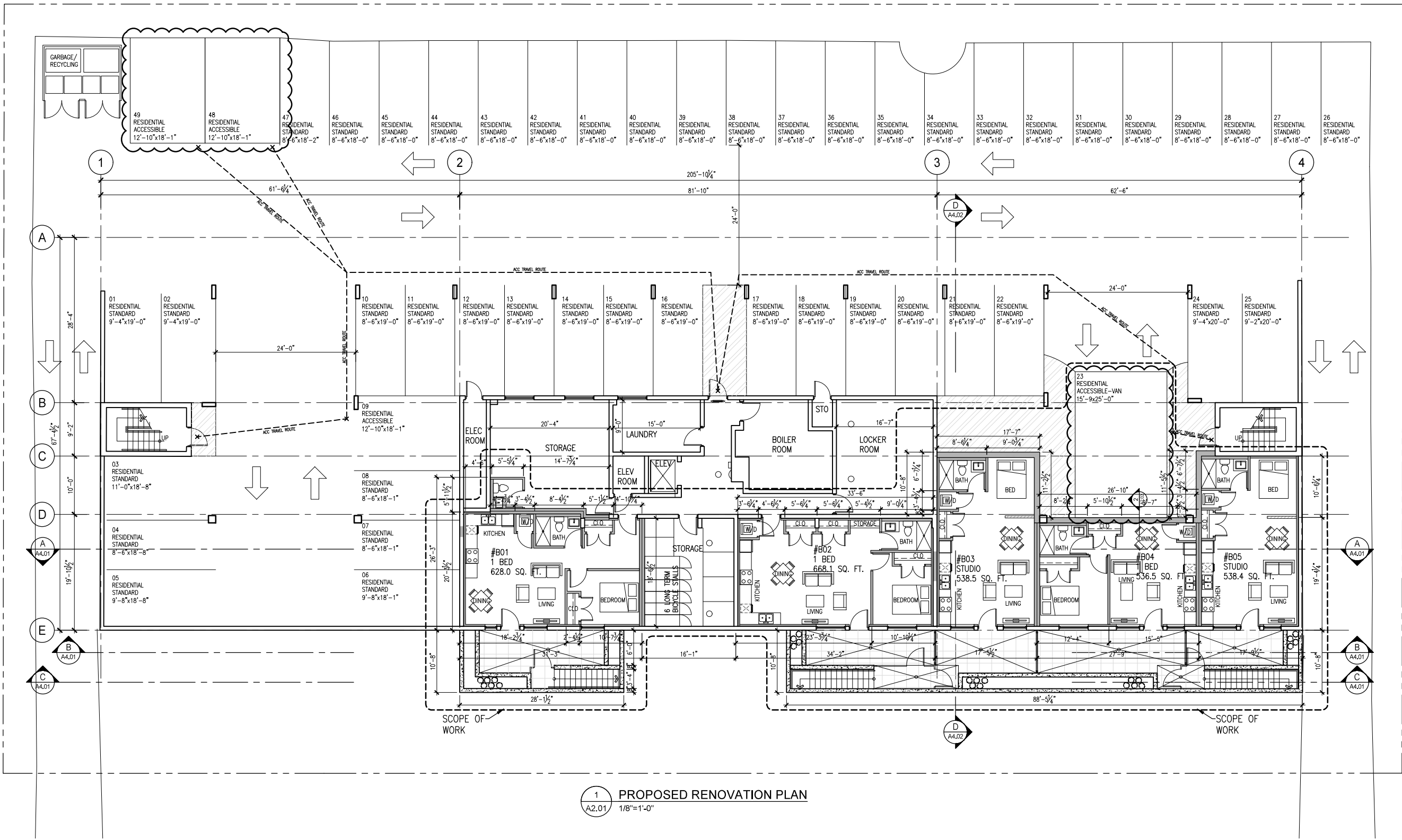
PROJECT
520 - EIGHTH STREET RENOVATION
NEW WESTMINSTER, BC

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SHEET TITLE

PROPOSED RENOVATION PLAN

SCALE: 1/8"=1'-0"	SHEET NO.
DRAWN BY: SH/TZ	A2.01
CHECKED BY: RB	PROJECT NO: FILE: 20BA08



1 PROPOSED RENOVATION PLAN
A2.01 1/8"=1'-0"

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PROJECT

**520 - EIGHTH STREET
RENOVATION**

NEW WESTMINSTER, BC

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THE COAST SALISH PEOPLE

SHEET TITLE

**ENLARGED
RENOVATION PLAN**

SCALE:

3/16"=1'-0"

SHEET NO.

A2.02

DRAWN BY:

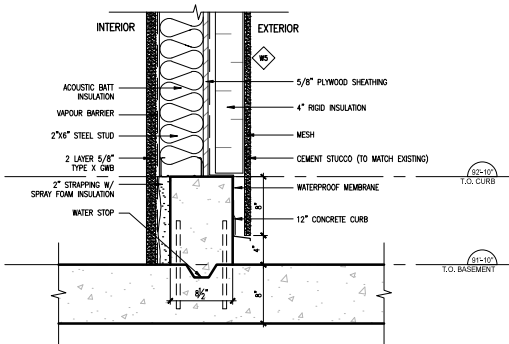
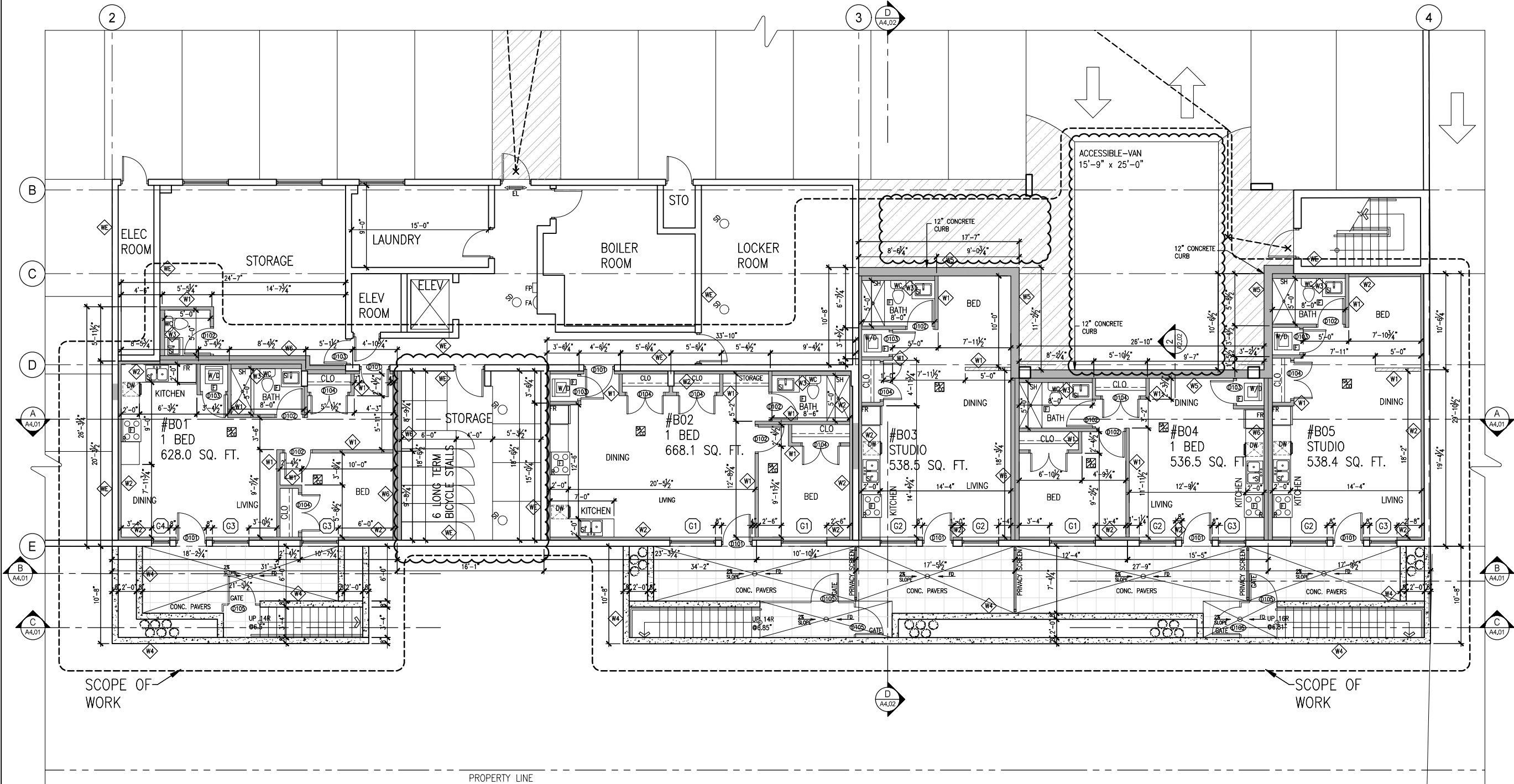
SH/TZ

CHECKED BY:

RB

PROJECT NO.

FILE: 20BA08



2 EXTERIOR WALL CURB DETAIL
1/8"=1'-0"

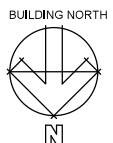
1 ENLARGED RENOVATION FLOOR PLAN
3/16"=1'-0"

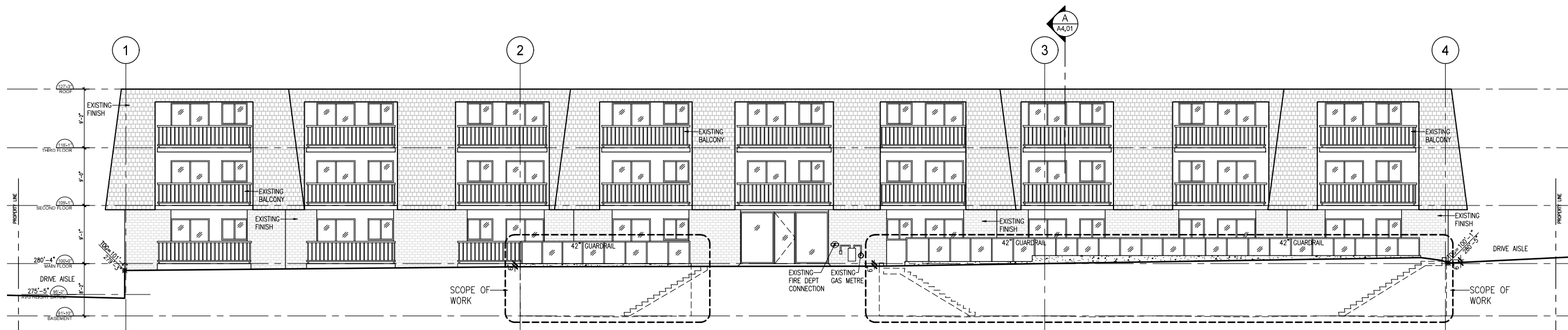
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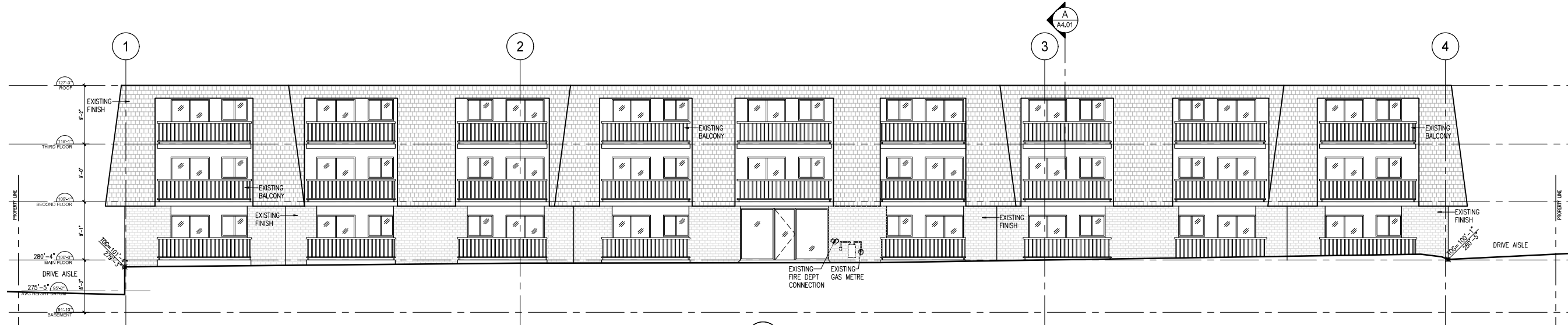
SYMBOL LEGEND:

- SMOKE ALARM/CARBON
MONOXIDE DETECTOR
- EXHAUST FAN
- FIRE ALARM PULL STATION
- FIRE ALARM
- SMOKE DETECTOR
- EMERGENCY LIGHTING AS
PER 3.2.7.3

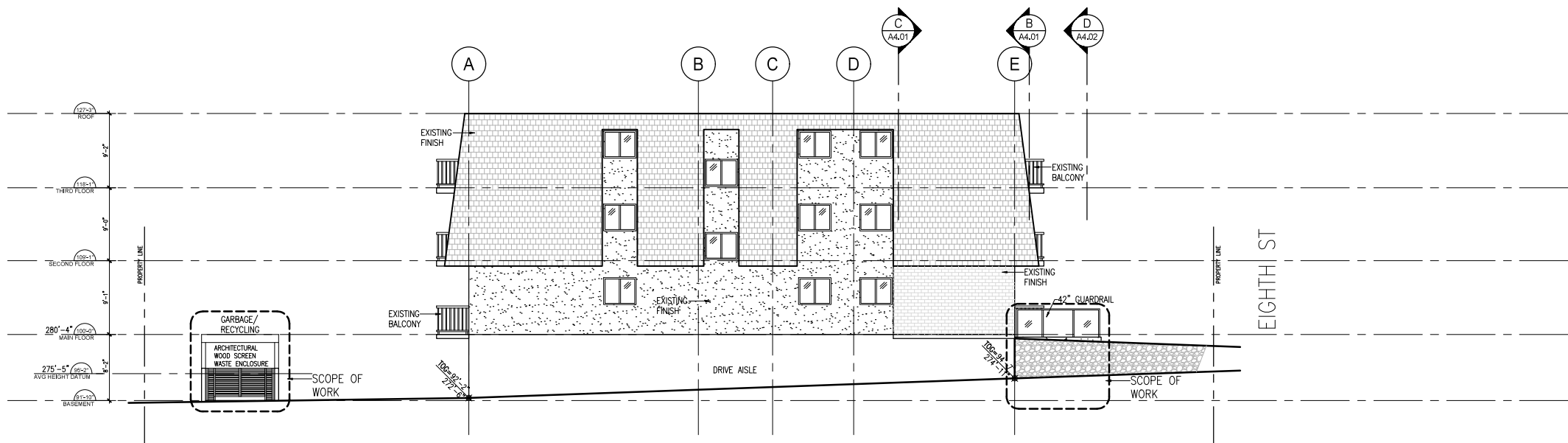




1 PROPOSED NORTH ELEVATION
A3.01 1/8"=1'-0"



2 EXISTING NORTH ELEVATION
A3.01 1/8"=1'-0"



3 PROPOSED EAST ELEVATION
A3.01 1/8"=1'-0"

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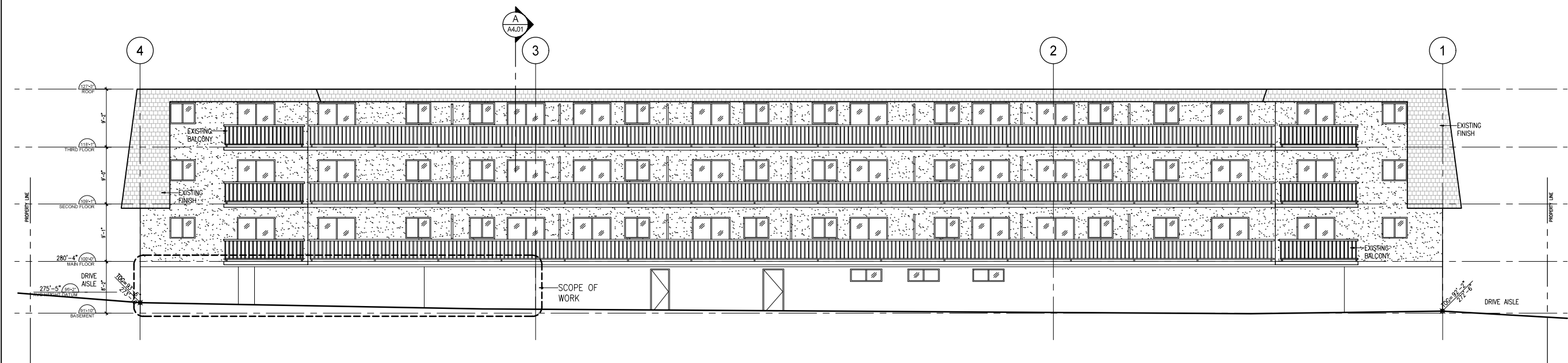
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PROJECT
**520 - EIGHTH STREET
RENOVATION**
NEW WESTMINSTER, BC

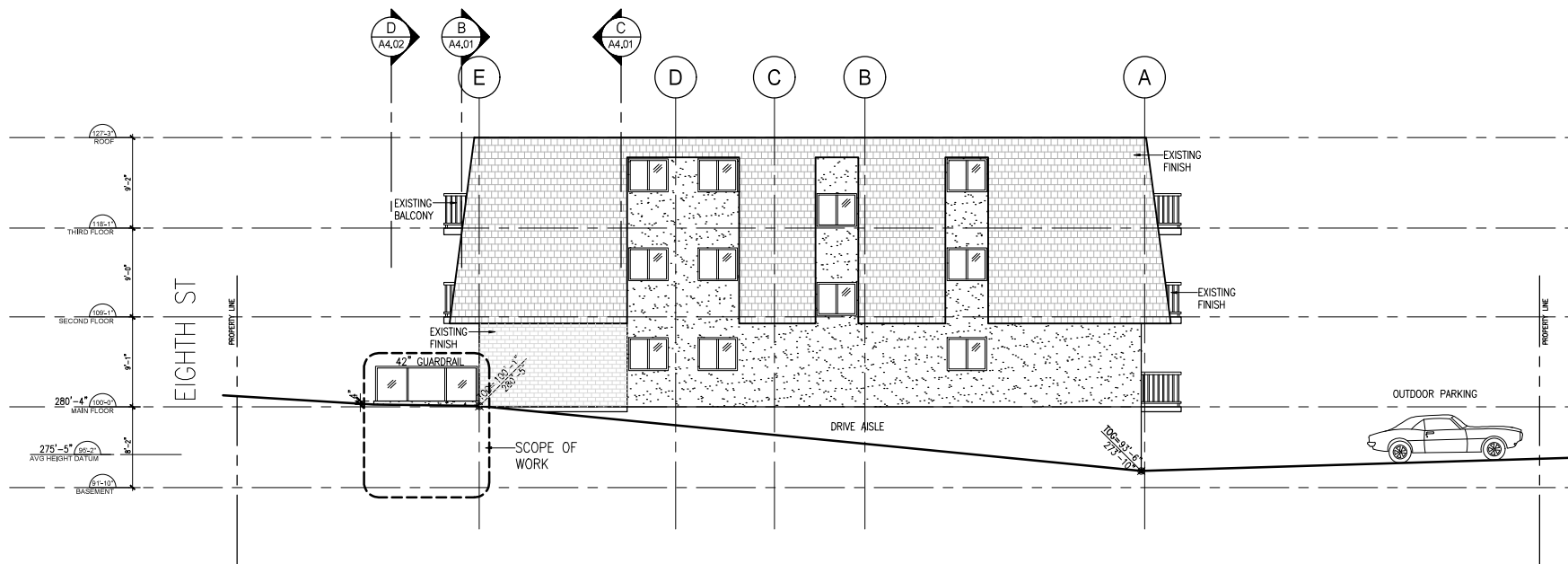
THIS ADDRESS IS LOCATED ON THE TRADITIONAL
TERRITORY OF THE QAYQAYT FIRST NATION AND
THE COAST SALISH PEOPLE

SHEET TITLE
**NORTH & EAST
ELEVATIONS**

SCALE: 1/8"=1'-0"	SHEET NO. A3.01
DRAWN BY: SH/TZ	PROJECT NO. FILE: 20BA08
CHECKED BY: RB	



1 PROPOSED SOUTH ELEVATION
A3.02 1/8"=1'-0"



2 PROPOSED WEST ELEVATION
A3.02 1/8"=1'-0"

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SEAL

PROJECT

520 - EIGHTH STREET
RENOVATION

NEW WESTMINSTER, BC

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

SHEET TITLE

SOUTH & WEST
ELEVATIONS

SCALE:

1/8"=1'-0"

SHEET NO.

DRAWN BY:

SH/TZ

CHECKED BY:

RB

PROJECT NO.

FILE: 20BA08

A3.02

Attachment 3
Project Statistics

PROJECT STATISTICS

	Existing Site	Proposed 5-Unit Addition
Existing Site Area (gross)	31,637 sq. ft. (2,939 sq. m.)	Unchanged
Site Frontage	239.8 ft. (73.1 m.)	Unchanged
Existing Lot Depth	131.9 ft. (40.2 m.)	Unchanged
Floor Space Ratio	1.17	1.26
Floor Area (gross)	37,102 sq. ft. (3,446.8 sq. m.)	40,043.1 sq. ft. (3,720.1 sq. m.)
Residential Units	56 rental units	61 secured market rental units
Parking	Total provide = 56 spaces	Total provided = 49 spaces

Attachment 4
Housing Agreement
Bylaw 8273, 2022

THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT (520 Eighth Street) BYLAW NO. 8273, 2022

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

GIVEN THAT:

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

PID: 013-606-417

LOT 11 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-433

LOT 12 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-450

LOT 1 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-476

LOT 2 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620

(the “**Lands**”)

wishes to construct dwelling units on the Lands.

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

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

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Housing Agreement (520 Eighth Street) Bylaw No. 8273, 2022”.
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 _____, 2022.

READ A SECOND TIME this ____ day of _____, 2022.

READ A THIRD TIME this ____ day of _____, 2022.

ADOPTED this ____ day of _____, 2022.

Jonathan X Cote, Mayor

Jacque Killawee, City Clerk

Schedule "A"
Section 219 Covenant and Housing Agreement



1. Application

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

File: 239-1208
Covenant - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
013-606-417	LOT 11 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620
013-606-433	LOT 12 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620
013-606-450	LOT 1 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620
013-606-476	LOT 2 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting the Covenant herein priority over Mortgage CA8427528 and Assignment of Rents CA8427529

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

520 EIGHTH STREET NOMINEE LTD., NO.BC1162975
CANADA ICI CAPITAL CORPORATION (AS TO PRIORITY), NO.A0067505

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges 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 Signature(s)

YYYY-MM-DD

520 EIGHTH STREET NOMINEE LTD.
By their Authorized Signatory

(as to both signatures)

Name:

Name:

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

CANADA ICI CAPITAL CORPORATION
By their Authorized Signatory

(as to both signatures)

Name:

Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

**CORPORATION OF THE CITY OF NEW
WESTMINSTER**

By their Authorized Signatory

(as to both signatures)

Name:

Name:

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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 is dated for reference the 18th day of August, 2021:

BETWEEN:

520 EIGHTH STREET NOMINEE LTD., INC.NO. BC1162975
201 - 1367 West Broadway, Vancouver, British Columbia, V6H 4A7

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Section 483 of the *Local Government Act* (British Columbia) permits the City to enter into housing agreements for the provision of affordable and special needs housing, which may include conditions in respect to the form of tenure of housing units;
- B. Section 219 of the *Land Title Act* (British Columbia) permits the registration of a covenant of a positive or a negative nature in favour of the City in respect of the use of and subdivision of land;
- C. The Owner owns the Lands (hereinafter defined) and the Building thereon, which currently contains 56 rental Dwelling Units, and it wishes to construct five additional rental Dwelling Units;
- D. As a condition of approving the construction of the Dwelling Units, the City requires the Owner to enter into this Agreement to, among other requirements, ensure all Dwelling Units located on the Lands are used only as rental Dwelling Units; and
- E. The City adopted Housing Agreement (520 Eighth Street) Bylaw No. 8273, 2021, authorizing the City to enter into this Agreement.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree 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, as at the reference date of this Agreement, the residential building constructed on and forming part of the Lands;
- (c) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, apartments and condominiums and includes, where the context permits, the Secured Rental Units;
- (d) **“Lands”** means the lands identified in the section 2 of Part 1 of this Agreement;
- (e) **“LTO”** means the New Westminster Land Title Office or its successor;
- (f) **“Secured Rental Unit”** means a Dwelling Unit that is designated as a Secured Rental Unit in accordance with section 2.1 of this Agreement;
- (g) **“Subdivide” or “Subdivided”** 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*;
- (h) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Secured Rental Unit as a residence; and
- (i) **“Tenant”** means an occupant of Secured Rental Unit.

ARTICLE 2 USE OF LANDS AND SUBDIVISION

2.1 Designation – The Owner agrees that:

- (a) every Dwelling Unit located on the Lands on the date this Agreement is registered in the LTO and every Dwelling Unit constructed after such date on the Lands is designated as a Secured Rental Unit; and
- (b) a Secured Rental Unit may only be used as a permanent residence for a Tenant.

2.2 Restriction on Subdivision – The Owner covenants and agrees with the City that none of the Lands nor any building on the Lands shall be Subdivided by any means whatsoever. Without limiting

the foregoing, the Owner acknowledges that the City will not support applications for Subdivision in any manner that would allow the Secured Market Rental Units to be sold independently of each other.

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

2.4 Requirement for Statutory Declaration – Within 30 days after receiving notice from the City, the Owner must, in respect of each Secured Rental Unit, provide to the City a statutory declaration, substantially in the form (with, in the City's discretion, such further amendments or additions as deemed necessary or desirable) attached as Appendix A, sworn by an authorized signatory of the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Secured Rental Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Secured Rental Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.

ARTICLE 3 OPERATION OF SECURED RENTAL UNITS

3.1 Application of Article – The City and the Owner acknowledge and agree that the obligations imposed upon and covenants made by the Owner under this section 3.3 and 3.4 will apply to tenancies and Tenancy Agreements created or entered into on or after the date that this Agreement is registered by the LTO.

3.2 Short Term Rentals Prohibited – The Owner agrees that no Secured Rental Unit will be rented to or occupied by any person for a term of less than 30 consecutive days.

3.3 Occupancy and Tenure of Secured Rental Units – The Owner must not rent, lease, license or otherwise permit occupancy of a Secured Rental Unit except in accordance with the following conditions:

- (a) the Secured Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the term of a Tenancy Agreement will not be less than 30 days;
- (c) the Owner will not require a Tenant or any permitted occupant of a Secured Rental Unit to pay any extra charges or fees for property or similar tax; and
- (d) the Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.

3.4 Attach Copy of Tenancy Agreement – The Owner will attach a copy of this Agreement, or at a minimum Articles 2 and 3 of this Agreement, to every Tenancy Agreement.

ARTICLE 4 TERM AND DEMOLITION

4.1 Expiry of Housing Agreement – The City covenants and agrees with the Owner that this Agreement shall cease to apply from and after that date which is the later of: (i) the 60th anniversary of the date this Agreement is registered in the LTO; or (ii) the date that all buildings located on the Lands have been demolished. Upon expiry, the Owner may provide to the City a discharge of this Agreement, which the City shall execute and return to the Owner for filing in the LTO.

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

- (a) the Owner has obtained the written opinion of a professional engineer or architect, who is at arm's length to the Owner, indicating that it is no longer reasonable or practical to repair or replace any structural component of the Secured Rental Unit or building, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) 40% 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 Secured Rental Unit or the building has been issued by the City and the Secured Rental Unit or building has been demolished under that permit.

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*; and
- (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 manage the Secured Rental Units, and without limiting the foregoing, the Owner may engage the services of a third-party property manager to manage the Building;
- (b) the Owner shall permit representatives of the City to inspect the Secured Rental Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act* (British Columbia);

- (c) the Owner shall maintain the Secured Rental Units 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 shall comply with all laws, including, without limitation, the Corporation of the City of New Westminster Business Regulation and Licencing (Rental Units) Amendment Bylaw No. 8310, 2019 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 and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, Ownership, lease, license, operation, management or financing of the Lands or any Secured Rental Unit or the enforcement of any Tenancy Agreement; or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

5.5 Release – The Owner, on its behalf, hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, Ownership, lease, license, operation or management of the Lands or any Secured Rental Unit under this Agreement; or
- (b) 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 Registration & Priority – The Owner will cause this Agreement to be registered as a covenant under section 219 of the *Land Title Act* against title to the Lands in priority to all charges and encumbrances registered or pending registration against title to the Lands save and except those in favour of the City or specifically approved in advance in writing by the City, and will cause a notice of this Agreement under section 483(5) of the *Local Government Act* to be filed in the Land Title Office and shown as a legal notation on title to the Lands.

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

- (a) affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

5.9 Agreement for Benefit of City Only – The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future Owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Secured Rental Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

5.10 No Public Law Duty – Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

5.11 Notice – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed to:

Corporation of the City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9
Attention: Clerk

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

5.12 Enuring Effect – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.13 Severability – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

5.14 Waiver – All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

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

5.16 Further Assurance – Upon request by the City the 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 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”.

5.22 Execution in Counterparts & Electronic Delivery – 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 and D 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 (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.
4. I confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____,
 _____, in the Province of British
 Columbia, this _____ day of _____,
 _____, 20____.

 A Commissioner for Taking Affidavits in the
 Province of British Columbia

 DECLARANT

CONSENT AND PRIORITY AGREEMENT

WHEREAS the CANADA ICI CAPITAL CORPORATION (INCORPORATION NO. A0067505) (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (the "Charges") registered in the Land Title Office under numbers CA8427528, and CA8427529, respectively, encumbering the lands identified in the *Land Title Act* Form C attached to and forming part of the Housing Agreement and Covenant attached hereto.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

BENEFICIARY AUTHORIZATION AND CHARGE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2021

AMONG:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the “**City**”)

AND:

BELMONT PROPERTIES (REG NO. FM0005051)

201 - 1367 West Broadway, Vancouver, British Columbia, V6H 4A7

(the “**Beneficiary**”)

AND:

520 EIGHTH STREET NOMINEE LTD., INC.NO. BC1162975

201 - 1367 West Broadway, Vancouver, British Columbia, V6H 4A7

(the “**Nominee**”)

WHEREAS:

- A. Pursuant to a Housing Agreement and Covenant (Section 483 of the Local Government Act and Section 219 of the Land Title Act) dated for reference _____ (the “Housing Agreement”), the Nominee agreed to provide affordable and special needs housing on the lands legally described as:

PID: 013-606-417

LOT 11 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-433

LOT 12 OF LOT 10 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-450

LOT 1 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620

PID: 013-606-476

LOT 2 OF LOT 11 SUBURBAN BLOCK 10 PLAN 2620

(the “**Lands**”)

- B. The Beneficiary is the beneficial owner of the Lands;
- C. The Nominee holds the Lands in trust for the sole use, benefit and advantage of the Beneficiary;
- D. The Beneficiary has agreed to enter into this Agreement with the Nominee and the City in order to:
 - (a) confirm that the Housing Agreement charges its beneficial interest in the Lands;
 - (b) confirm that the Nominee was authorized to execute and deliver the Housing Agreement; and
 - (c) confirm that the Nominee was authorized to charge the Lands with respect to the Housing Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

1. Each of the Nominee and the Beneficiary represents and warrants to the City as follows:
 - (a) the Nominee is the registered owner of the Lands and it holds those interests as nominee, agent and bare trustee for and on behalf of the Beneficiary, as beneficial owner of the Lands;
 - (b) the Beneficiary irrevocably authorizes and directs the Nominee, as bare trustee and nominee for and on behalf of the Beneficiary, to:
 - (i) execute and deliver to the City the Housing Agreement and any and all supporting documents required by the City;
 - (ii) to perform and observe each of the Nominee's obligations and covenants under the Housing Agreement; and
 - (iii) register or permit the registration of the Housing Agreement in the New Westminster Land Title Office (the "**Land Title Office**"); and
 - (c) the Beneficiary is the only owner of any beneficial interest in the Lands and no other person other than the Nominee, the Beneficiary and any other person with an interest registered against the Lands in the Land Title Office has any interest, legal or beneficial, in and to the Lands.
2. During the period that it holds a beneficial interest in the Lands, the Beneficiary will:

- (a) observe, comply with and perform all of the obligations, covenants and agreements of the Nominee contained in and created by the Housing Agreement;
 - (b) not give instructions to the Nominee to transfer, mortgage or otherwise deal with the Lands in any manner which would be inconsistent with the provisions of the Housing Agreement, without the prior written consent of the City;
 - (c) if the Beneficiary wishes to transfer beneficial interest in the Lands to a third party transferee without also causing the Nominee to transfer legal title to the Lands to such third party transferee or its nominee, not affect such transfer unless the Beneficiary provides the City with an assumption agreement, executed by the third party transferee whereby the third party transferee affirms and assumes all the obligations of the Beneficiary under this Agreement, regardless of when such obligation first arose; and
 - (d) to give such directions to the Nominee as may be required to permit the Nominee to comply with the terms of the Housing Agreement (and, by virtue of this Agreement, the Nominee will be deemed to have been given such directions without the need for any further document to be executed).
3. For greater certainty, if a default under the Housing Agreement results in an additional or consequential charge in favour of the City (such as, by way of example only, a judgment) and the additional or consequential charge is capable of being registered against the Lands, the Beneficiary's interest in the Lands will be subject to and further charged by such additional or consequential charge.
 4. This Agreement will enure to the benefit of the City and be binding on the Nominee (while it holds a legal interest in the Lands) and the Beneficiary (while it holds a beneficial interest in the Lands) and their respective heirs, executors, successors and assigns.
 5. This Agreement will in all respects be governed by and be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
 6. This Agreement will not be amended or varied or be deemed to be amended or varied except by written instrument signed by a duly authorized officer of each of the City, the Nominee and the Beneficiary.

7. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties will be deemed to be and will be read as a single agreement among the parties.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the day and year first above written.

520 EIGHTH STREET NOMINEE LTD.

by its authorized signatories:

Authorized Signatory

Authorized Signatory

BELMONT PROPERTIES

by its authorized signatories:

Authorized Signatory

Authorized Signatory

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

by its authorized signatories:

Authorized Signatory

Authorized Signatory

Attachment 5
Housing Agreement
Principles Letter



Suite 1810 – 1111 WEST GEORGIA STREET, VANCOUVER, BC, V6E 4M3
Phone 604.736.2841 • Fax 604.736.2386

1. The owner(s) will operate the building located at 520 Eighth St, 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 520 Eighth St 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.

Date: September 21, 2021

Susan J. Williams RPA, CPRPM
Chief Operating Officer