

REPORT

Climate Action, Planning and Development

To: Mayor Cote and Members of Council **Date:** April 11, 2022

From: Emilie K. Adin, MCIP **File:** DVP00692
Director, Climate Action, Planning and HA000029
Development

Item #: 2022-256

Subject: **Housing Agreement Bylaw and Development Variance Permit to Vary Residential and Visitor Parking Requirements: 508 Eighth Street – Bylaw for Three Readings**

RECOMMENDATION

THAT Council consider Housing Agreement Bylaw No. 8279, 2022 to authorize the City to enter into a Housing Agreement with the property owner to require that all residential units at 508 Eighth Street be secured as market rental housing for First, Second and Third Readings.

THAT Council, should the Housing Agreement Bylaw No. 8279, 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 (DVP00692) to reduce the number of required off-street parking spaces by 45% from the Zoning Bylaw requirements for secured market rental.

THAT Council endorse that five long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 508 Eighth Street, should the Development Variance Permit (DVP00692) be approved by Council.

PURPOSE

This report is to request that Council: 1) consider Housing Agreement Bylaw No. 8279, 2022 for First, Second and Third Readings; 2) issue notice that Council will consider Development Variance Permit (DVP00692) for a 21 space reduction (45%) to the off-street parking provisions; and 3) request endorsement of requiring bicycle parking spaces as part of the Development Permit.

EXECUTIVE SUMMARY

Housing Agreement and Development Variance Permit (DVP) applications have been submitted to allow replacement of eight existing parking spaces with three new bachelor residential units and one new one-bedroom residential unit to an existing 42 unit residential rental building at 508 Eighth Street. The Housing Agreement would secure all existing and proposed units (46 units total) within the building as a market rental project for 60 years or the life of the building, whichever is longer. The DVP would reduce off-street parking by 21 spaces (45%), including three visitor spaces.

Staff considers the variance for parking to be reasonable when accompanied by a commitment to measures that support active travel.

BACKGROUND

Policy and Regulation Context

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

Site Characteristics and Context

The site is located on the corner of the Eighth Street and Fifth Avenue. The current three level building, which consists of 42 residential rental units, was built in 1967. 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. 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. More details on proximity to transit service and other sustainable transportation options is included in Attachment 3.

PROJECT DESCRIPTION

The applicant is proposing to replace eight existing parking spaces with four new residential units within an existing 42 unit residential rental building. One one-bedroom unit of 571.0 sq. ft. (53.1 sq. m.) and three bachelor units between 370.8 and 408.2 sq. ft. (34.4 and 37.9 sq. m.) are proposed. The units would be located within the parking level at the south side of the building, facing Fifth Ave, and near to the elevator, laundry, and long-term bicycle parking. Each unit would have its own private open space (patio). To offset the loss of parking, two additional parking spaces are proposed to be added on the southwest side on the property. As part of the renovation and site improvement, a new garbage enclosed area is proposed for the building. The proposed renovation plan is provided in Figure 1 below:

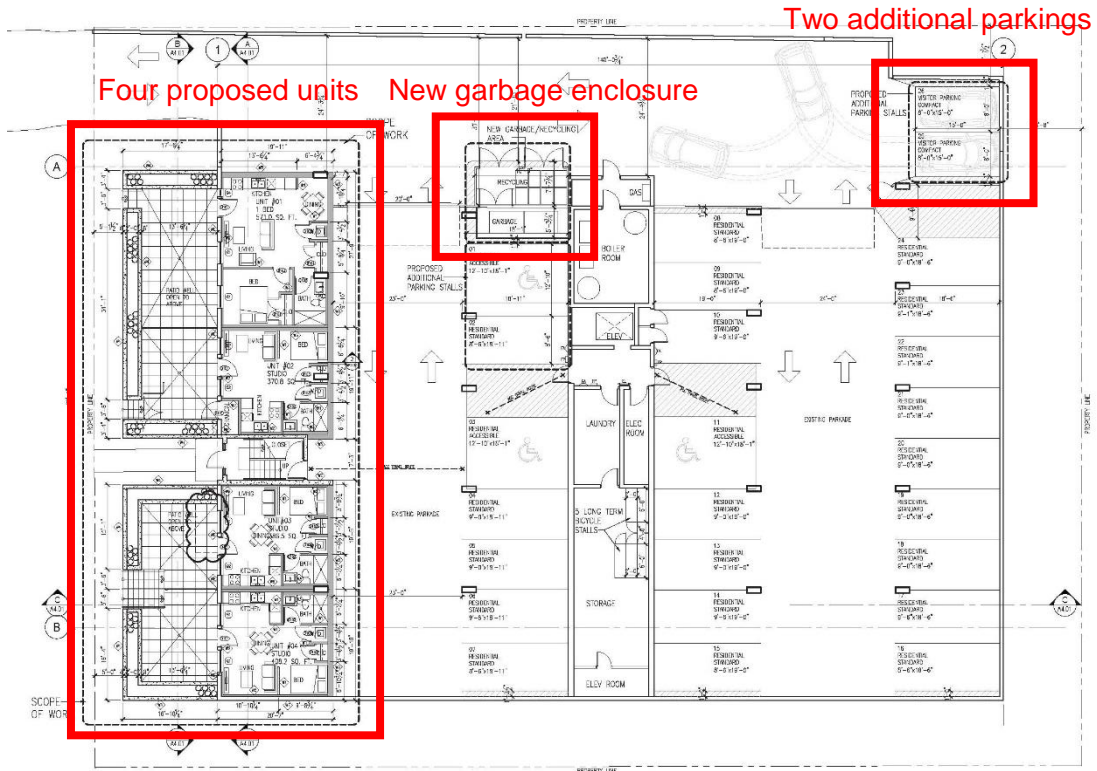


Figure 1: Proposed Renovation Plan

The residential units would be added in the below-grade portion of the parking area. Due to the sloped nature of the site, the west elevation of the units would be below-grade, and the east portion at-grade. Windows and patio wells would be located along the east side of each unit. Street access would be provided from the east elevation via stairs leading from the partially below-grade patio wells to Fifth Avenue.

The proposal would reduce off-street parking from 32 spaces currently provided to 26 spaces. Though the additional units have been proposed in areas previously served by parking, no potential vehicle conflicts have been identified. The proposal would result in 0.6 parking spaces per residential unit and two visitor parking spaces, and three accessible parking stalls would be provided.

All existing and proposed rental units (46 units total) would be secured with a Housing Agreement for 60 years or the life of the building, whichever is longer.

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

DISCUSSION

Requested Variance

The City’s Zoning Bylaw does not require additional off-street parking spaces for 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 four rental residential units do not require any additional off-street parking spaces. However, the proposed removal of eight residential parking stalls has triggered the need to review parking requirements for the site. Based on that review, a Development Variance Permit to reduce off-street parking by 45% (21 spaces) below the minimum requirements of the Zoning Bylaw for secured market rental units is required to facilitate the proposal. This includes a reduction from five to two visitor parking spaces. The applicant proposes to provide all required accessible parking stalls by converting two existing stalls to accessible parking stalls. In turn, this will require the garbage area to be relocated to a new enclosure outside the parkade.

The applicant has requested the reduced parking rate be supported given the proximity to the FTN and the low usage of the existing parking supply. The proposed 0.6 parking spaces per unit 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 units). The applicant states that, based on a survey they completed in January 2022, nine of 32 parking stalls are currently being used by residents, one is used by a non-resident living in the neighbourhood, and 22 stalls (69%) are vacant or used by visitors.

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

	Existing	Required	Proposed
Resident vehicle	32 (1 Accessible)	42 (3 Accessible)	24 (3 Accessible)
Visitor vehicle	0*	5	2
Short-term bike	0	0	6
Long-term bike	0	5	5

*When the building was built, all of the parking spaces would have been considered "residential." The applicant states that 10 of these stalls are being used by residents and 22 by visitors.

ANALYSIS

Off-Street Parking Reduction

Given the proximity to transit staff considers the requested variance for parking, to a rate similar to those used in Downtown, to be reasonable if accompanied by a commitment to measures that support active travel. Specifically, staff have recommended the provision of six short-term bicycle parking stalls. The applicant has

agreed to provide a minimum of six short-term spaces, with the design of these spaces to be reviewed as part of the development permit process. The applicant would also be required to comply with the long-term bike parking requirements of the Zoning Bylaw for the new proposed units (1.25 spaces per unit). The applicant has proposed five long-term bike parking stalls in satisfaction of this requirement.

Secured Market Rental Housing Agreement

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

The current density of 1.19 floor space ratio (FSR) would be increased to 1.24 FSR with the addition of the four units. The applicant has agreed to extend the Housing Agreement to cover all 46 rental units within the project and would therefore be exempt from a density bonus amenity contribution. The Housing Agreement Amendment Bylaw is included in Attachment 4.

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

REVIEW PROCESS

The review steps for this application are:

- 1. Report to Council for First, Second and Third Readings of the Housing Agreement Bylaw No. 8279, 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

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

INTERDEPARTMENTAL LIAISON

This report was written with input from the Engineering Department.

OPTIONS

The following options are provided for Council’s consideration:

- 1. That Council consider Housing Agreement Bylaw 8279, 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. 8279, 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 (DVP00692) to reduce the number of required off-street parking spaces by 45% from the Zoning Bylaw requirements for secured market rental.;
- 4. That Council endorse that five long-term bicycle parking spaces and six short-term bicycle parking spaces be included as part of the Development Permit application for 508 Eighth Street, should the Development Variance Permit (DVP00692) be approved by Council;
- 5. That Council provide staff with alternative feedback.

Staff recommends Options 1, 2, 3 and 4.

ATTACHMENTS

- Attachment 1: Policy and Regulations
- Attachment 2: Rationale Letter and Project Drawings
- Attachment 3: Site Context and Project Statistics
- Attachment 4: Housing Agreement Bylaw 8279, 2022
- Attachment 5: Housing Agreement Principles Letter

APPROVALS

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

This report was reviewed by:
 Mike Watson, Acting Supervisor of Development Planning
 Jackie Teed, Senior Manager of Climate Action, Planning and Development

This report was approved by:

Emilie K. Adin, Director, Climate Action, Planning and Development

Lisa Spitale, Chief Administrative Officer

Attachment 1
Policy and Regulations

POLICY AND REGULATIONS

Official Community Plan

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

Development Permit Area

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

This area is designated with the following purposes:

- Establishment of objectives for the form and character of multi-family residential development;
- Protection of the natural environment, its ecosystems and biological diversity (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*

508 EIGHTH ST – D.P & D.V.P - RATIONALE LETTER

January 31, 2022

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

Attention: Nazanin Esmaeili, Planning Assistant

508 Eighth St New Westminster B.C, V3M 3R9 is a 3-story apartment building with 42 existing rental units- with only 1 unit that is currently vacant. There is one floor of parking below grade, with 32 existing parking stalls. In the parkade below, there are two separate parking regions with separate entries. Currently both parking areas are separated by an existing storage room and existing laundry room in the center.

We are proposing to re-use a total of 8 existing parking stalls in the east parkade and convert this area into four additional rental units: three studio units and one – 1 bed unit. All four units are well over the recommended 350 SF & 525 SF from the BC Housing Design Guidelines & Constructions Standards. Unit #1 571.0 SF. Unit #2 395.3 SF. Unit #3 386.5 SF. Unit #4 408.2 SF. All four units will have exterior entry from the patio wells along Fifth Ave. The patio wells will have stairs coming down from grade, as well as planters stepping up to grade. The patio wells will allow for ample sunlight to shine into the principal parts of the new rental units. The patio wells cost is estimated to be around \$50,000 for all four wells.

Presently there are 32 existing parking stalls. Upon surveying residents, it was found only 9 stalls are in use by residents. One stall is in use by a non-building resident living around the neighborhood and 22 stalls remain vacant. The parking stalls that we are proposing to remove are not on tenancy agreement and are currently vacant. The garbage and recycling area will be relocated out to the exterior of the Southeast parkade entry, along the south wall. This will allow us to add two parking stalls inside the east parkade. We have also proposed two additional stalls (Compact Vehicles) at the end of the existing drive aisle, which is currently underutilized. After upgrading the parking stalls into rental housing units, the site will retain 26 parking stalls. Presently there is one existing Accessible parking stall. We have proposed the addition of 2 Accessible stalls, with a total of 3 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 to be used as part of Accessible travel routes.

Residential & visitor parking stalls reductions consistent with New Westminster Seven Bold Step Program. Previously in 2019, New Westminster Council declared a climate emergency. One of the Seven

508 EIGHTH ST – D.P & D.V.P - RATIONALE LETTER

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 508 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 12m from a Frequent Transit Bus stop, & 78m from another Frequent Transit Bus stop in the other direction. Most tenants in the building currently use Public Transportation as it is most beneficial for them. Most rental tenants do not own a personal vehicle. If they had their own vehicles, they would be renting parking stalls.

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

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

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

6 short term bicycle stalls proposed on the south west side of underground level of parkade. Short term Bicycle stalls will be weather protected in the covered portion of the parkade. Only Accessible for residents through screen fence door. Ample maneuvering area around for bicyclists without disturbing any parked vehicles. 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.

5 long term Bicycle stalls proposed in storage room in centre of both parkades. Directly Accessible through the laundry room. Will be accessible to residents of the building only. Electric outlets shall be provided in all bicycle storage facilities. Long term bicycle stalls designed per Section 150 Zoning Bylaw

The proposed garbage/ recycling area to be enclosed with Architectural wood screen. Garbage bins to be placed on the interior side of the parkade, while the recycling bins are located on the exterior. An additional garbage & recycling bin to be added to accommodate additional units. Tenants will be able to exit from either side of the parkade to dispose of their waste in the bins. New tenants residing in Units #01-04 will be able to walk out their patios and down the drive aisle to dispense of any garbage/recycling waste.

508 EIGHTH ST – D.P & D.V.P - RATIONALE LETTER

PARKING RESIDENTIAL

EXISTING 508 EIGHTH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	9'-0" x 17'-4" (2.74m X 5.30m)	9
VISITOR	9'-0" x 17'-4" (2.74m X 5.30m)	22
ACCESSIBLE	12'-10" x 18'-1" (3.9m x 5.5m)	1
TOTAL EXISTING STALLS		32

PARKING RESIDENTIAL

REQUIRED PARKING (NEW WESTMINSTER)		UNITS	STALLS	REFERENCE
SECURED RENTAL RESIDENTIAL UNITS	1.0 SPACE PER DWELLING UNIT	46	46	150.8.7 (a)
VISITOR	0.1 VISITOR PARKING SPACES PER DWELLING UNIT	46	5	150.8.7 (c)
TOTAL RESIDENTIAL STALLS REQUIRED			51	STALLS REQUIRED

*FOR EVERY 40 SPACES, 2 STALLS MUST BE ACCESSIBLE

*FOR EVERY 70 SPACES, 3 STALLS MUST BE ACCESSIBLE

PARKING RESIDENTIAL

PROPOSED 508 EIGHTH ST PARKING (NEW WESTMINSTER)		STALLS
RESIDENTIAL	9'-0" x 17'-4" (2.74m X 5.30m)	21
COMPACT	8'-0" x 15'-0" (2.44m X 4.57m)	2
ACCESSIBLE	12'-10" x 18'-1" (3.9m x 5.5m)	3
TOTAL PROPOSED STALLS		26

EIGHTH ST APARTMENTS RENO

508 EIGHTH STREET NEW WESTMINSTER, B.C.

ARCHITECTURAL:

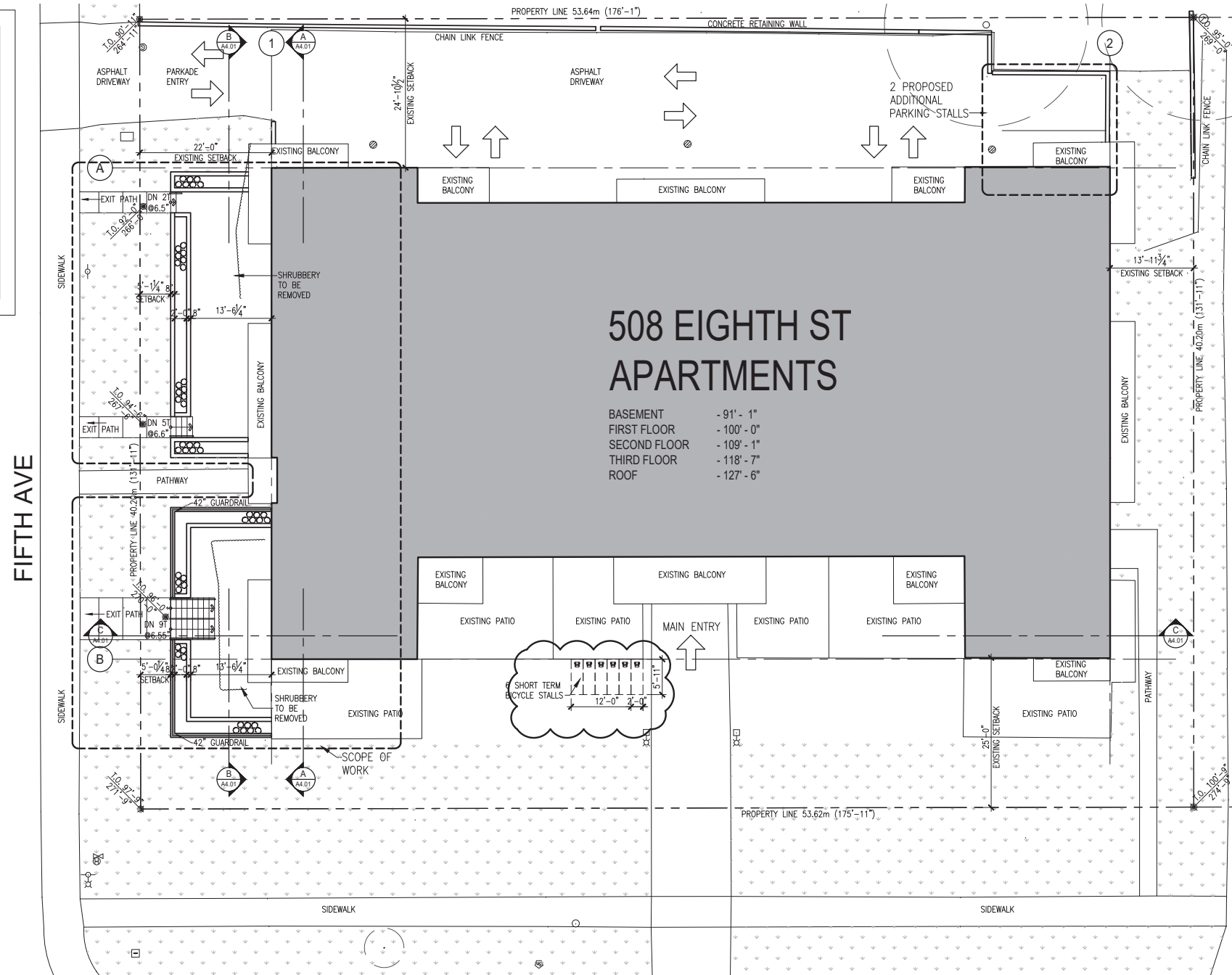
- A1.00 COVER SHEET, SITE PLAN, LIST OF DRAWINGS & PROJECT INFORMATION
- A1.50 DEMOLITION PLAN - BASEMENT FLOOR
- A2.01 PROPOSED RENOVATED PLAN - BASEMENT FLOOR
- A2.02 ENLARGED RENOVATED PLAN - BASEMENT FLOOR
- A2.10 EXISTING - MAIN FLOOR PLAN
- A2.20 EXISTING - SECOND & THIRD FLOOR PLAN
- A2.30 PROPOSED RENO PLAN - FSR OVERLAY
- A2.31 EXISTING MAIN FLOOR PLAN - FSR OVERLAY
- A2.32 EXISTING SECOND & THIRD FLOOR PLAN - FSR OVERLAY
- A3.01 NORTH & WEST ELEVATIONS
- A3.02 SOUTH & EAST ELEVATIONS
- A4.01 AA, BB & CC BUILDING SECTIONS

CODE ANALYSIS

ITEM	BRITISH COLUMBIA BUILDING CODE 2018	REFERENCE
1. PROJECT DESCRIPTION	RENOVATIONS	PART 3
2. BUILDING AREA (SM)(EXISTING)	2157 SM (23,222 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	2	3.2.2.10 & 3.2.5.5
6. BUILDING CLASSIFICATION	GROUP C,(UP TO 4 STOREYS) NON COMPLIANT GRANDFATHER	3.2.2.52
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)(ii)
14. RENOVATED UNIT AREAS		
	UNIT #1 53.1 SM (571.0 SF)	
	UNIT #2 34.4 SM (370.8 SF)	
	UNIT #3 35.9 SM (386.5 SF)	
	UNIT #4 37.9 SM (408.2 SF)	
	TOTAL 161.3 SM (1736.5 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"	

WINDOW SCHEDULE					
No.	LOCATION	WIDTH	HEIGHT	DESCRIPTION	FACE
G1	LIVING	4'-0"	3'-6"		EAST
G2	BED	3'-0"	3'-6"		EAST
G3	LIVING	2'-6"	3'-6"		EAST
G4	KITCHEN	1'-4"	3'-6"		EAST



EIGHTH STREET

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

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" STEEL 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 (1.5HR FIRE SEPERATION)**
 - 2 LAYERS 5/8" TYPE "X" GYPSUM WALLBOARD
 - VAPOUR BARRIER
 - 2"x6" STEEL STUDS @ 16" O.C.
 - ACOUSTIC BATT INSULATION
 - 5/8" PLYWOOD SHEATHING
 - WATERPROOF MEMBRANE
- W6 - TYP. PARTY WALL (1 HR FIRE SEPERATION)**
APPENDIX 'A' TABLE A-9.10.3.1.A. WALL TYPE W13g, STCS7
 - 4" RIGID INSULATION
 - MESH
 - CEMENT STUCCO (TO MATCH EXISTING)
- W7 - TYP. CORRIDOR WALL (SOUND SEPERATED AND 1 HR FIRE SEPERATION)**
ULC DES. U334 EQUIVALENT OR BETTER
 - 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**
 - 2 LAYERS 5/8" TYPE "X" GYPSUM BOARD
 - 2"x4" STEEL STUDS @ 16" O.C.
 - ACOUSTIC BATT INSULATION
 - 1 LAYER 5/8" TYPE "X" GYPSUM BOARD

PARKING REQUIREMENTS

DISTRICT (NEW WEST)	REFERENCE
BROW OF THE HILL	150.8
UNIT CALCULATION	
APARTMENT UNITS - EXISTING	42
APARTMENT UNITS - PROPOSED	4
TOTAL APARTMENT UNITS	46
FSR	
EXISTING	1.16
NEW	1.24
PARKING CALCULATION	
PARKING STALLS - EXISTING	32
PARKING STALLS - PROPOSED	26
NUMBER OF ADDITIONAL PARKING STALLS	0
	150.8.8.(a)

RENOVATION INFORMATION

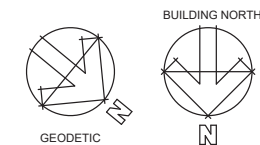
RENOVATED UNIT AREA 1736.5 SF

USABLE OPEN SPACE FOR EACH NEW UNIT:

UNIT #1	31.1 SM	(334.7 SF)
UNIT #2	20.4 SM	(219.8 SF)
UNIT #3	17.9 SM	(192.4 SF)
UNIT #4	19.4 SM	(208.8 SF)
TOTAL	88.8 SM	(955.7 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



ALL RIGHTS RESERVED, PROPERTY OF THE ARCHITECTS. USE OR REPRODUCTION PROHIBITED WITHOUT PRIOR WRITTEN PERMISSION.
THE CONSTRUCTOR SHALL REVIEW THE DOCUMENTS FOR CONFORMANCE WITH CODES AND BY-LAWS AND SHALL ADVISE THE ARCHITECTS OF ANY DISCREPANCIES.
THE CONSTRUCTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THE DESIGNER.
DO NOT SCALE THE DRAWINGS.
THIS DRAWING IS INTENDED FOR INFORMATION ONLY.
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PROJECT

508 - EIGHT ST RENOVATION
NEW WESTMINSTER, BC

THIS ADDRESS IS LOCATED ON THE TRADITIONAL TERRITORY OF THE QAYQ'AT' FIRST NATION AND THE COAST SALISH PEOPLE

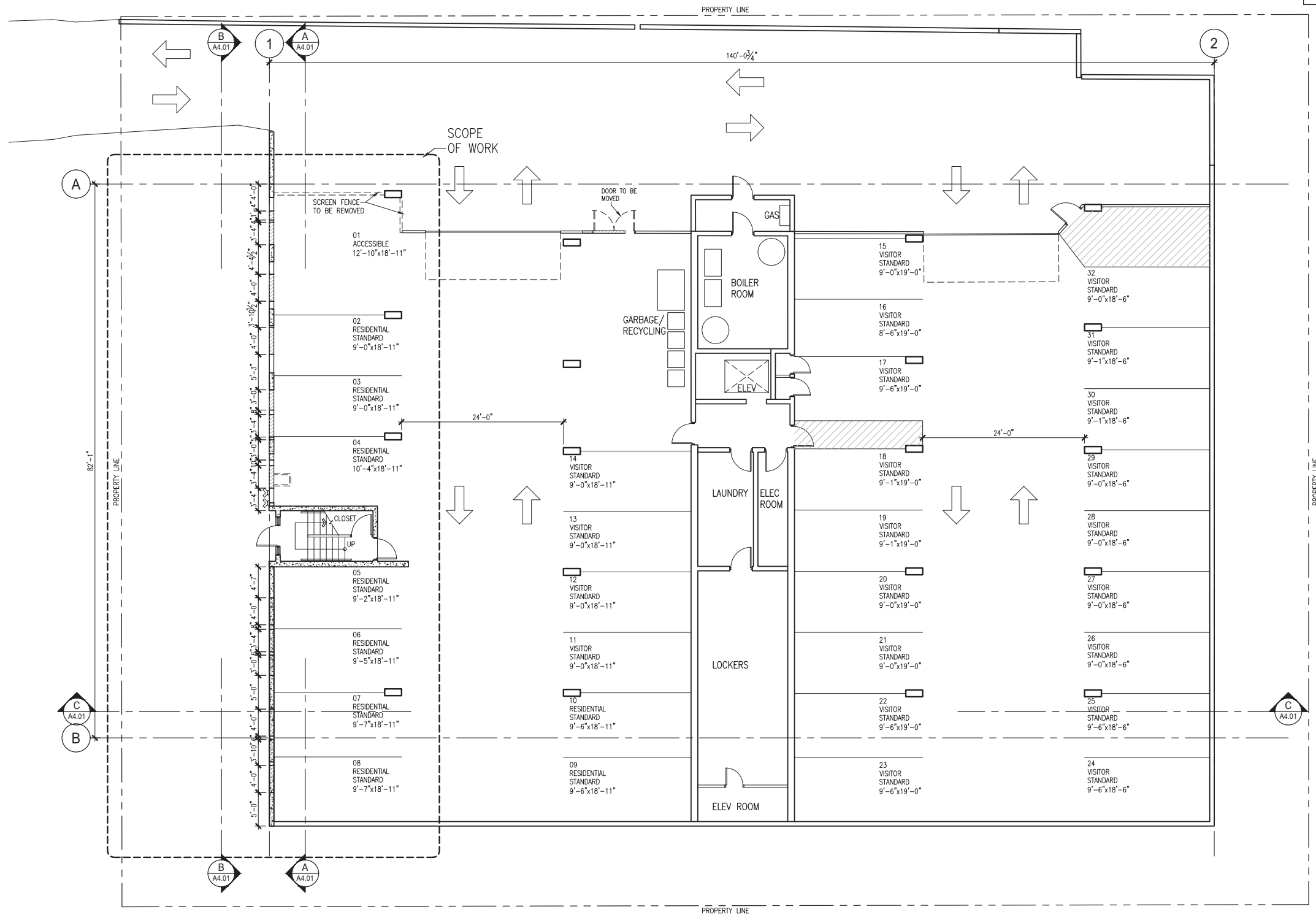
SHEET TITLE

COVER SHEET & SITE PLAN

SCALE: 3/32"=1'-0"
DRAWN BY: SHITZ
CHECKED BY: RB
SHEET NO. A1.00
PROJECT NO. 20BA10
Page 71 of 206

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

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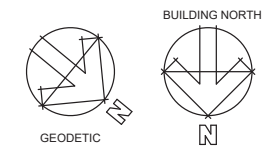
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PROJECT
508 - EIGHT ST RENOVATION
 NEW WESTMINSTER, BC

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SHEET TITLE
DEMOLITION PLAN / EXISTING PARKING PLAN

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



SCALE: 1/8"=1'-0"
 SHEET NO. A1.50
 DRAWN BY: SHITZ
 CHECKED BY: RB
 PROJECT NO: 20BA10

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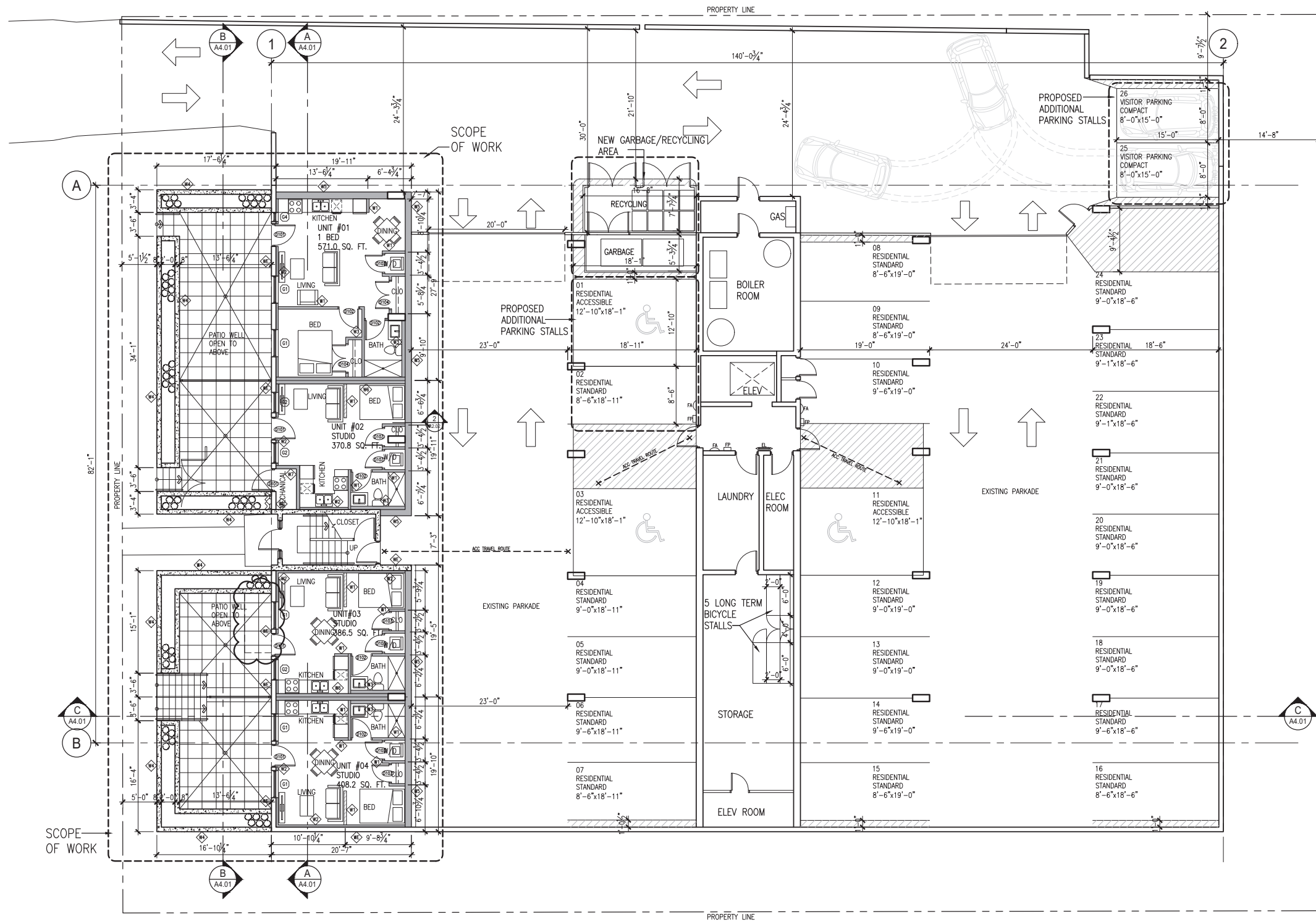
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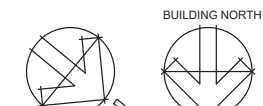
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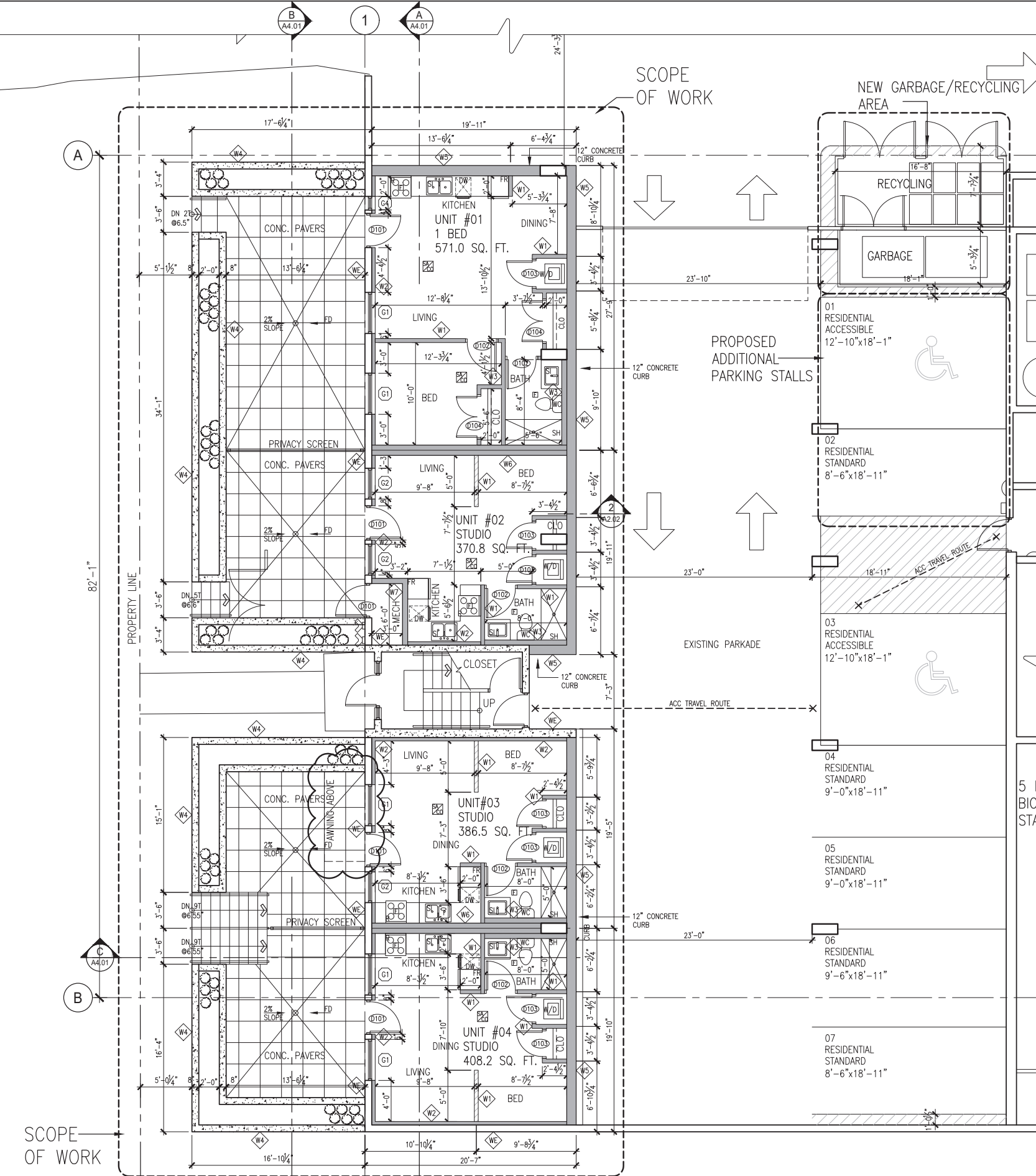
SHEET TITLE
PROPOSED RENOVATION FLOOR PLAN

SCALE: 1/8"=1'-0"

SHEET NO. **A2.01**

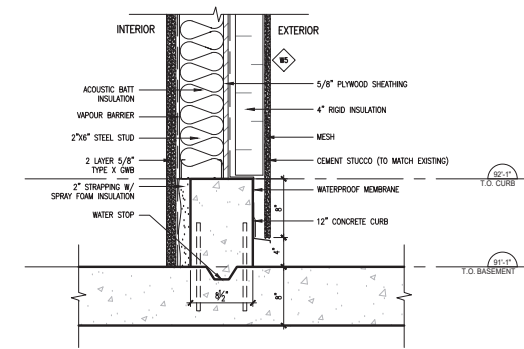
1 PROPOSED RENOVATION PLAN
 A2.01 1/8"=1'-0"





1 ENLARGED RENOVATION FLOOR PLAN
A2.02 3/16"=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
- 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



2 EXTERIOR WALL CURB DETAIL
A2.02 1"=1'-0"

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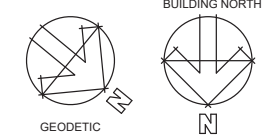
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NEW WESTMINSTER, BC

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SHEET TITLE
ENLARGED RENOVATION FLOOR PLAN & EXTERIOR WALL CURB DETAIL

SCALE: 3/16"=1'-0" SHEET NO.
DRAWN BY: SHITZ
CHECKED BY: RB
PROJECT NO: 2020A10

A2.02
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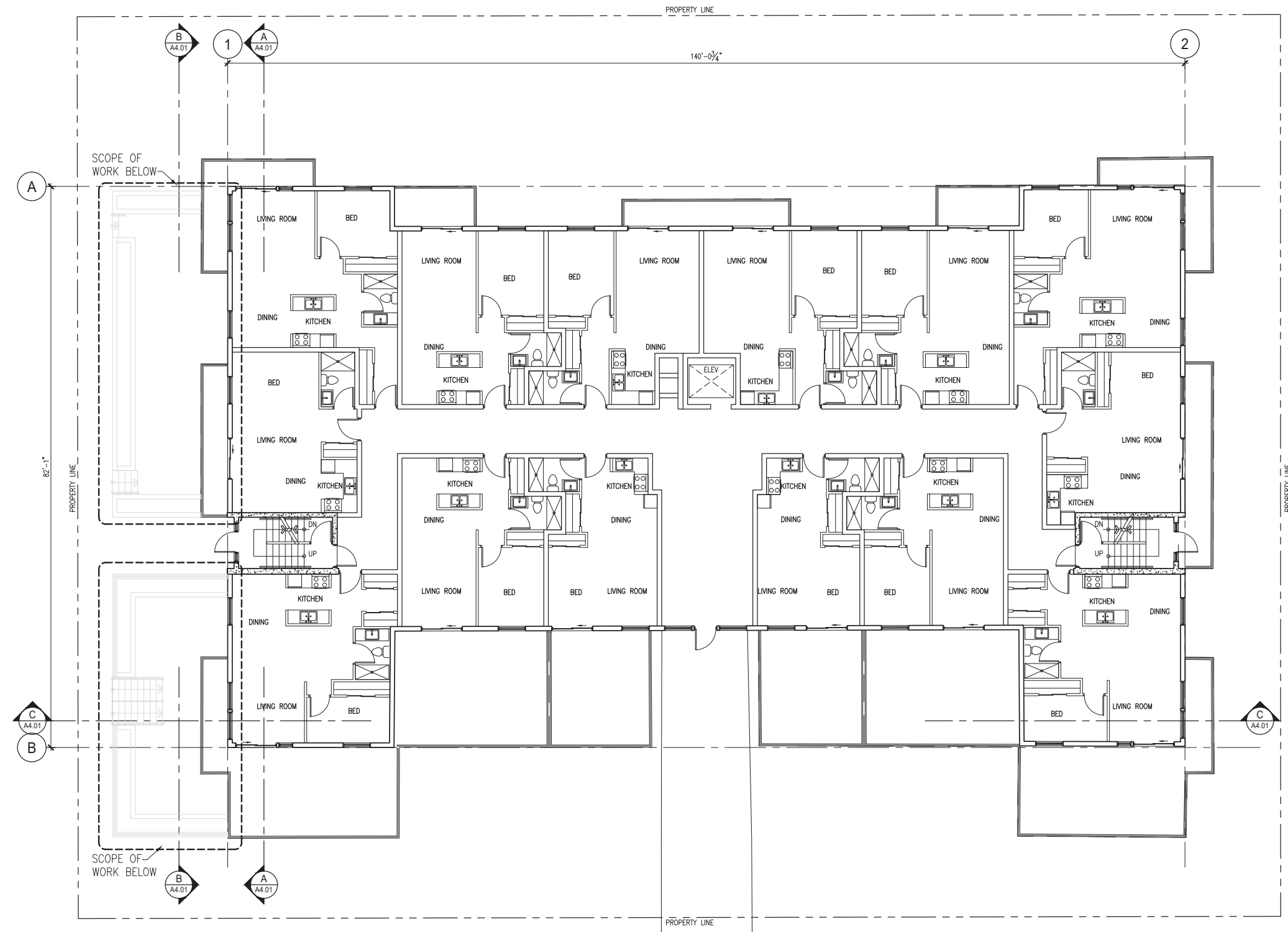
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1 EXISTING MAIN FLOOR PLAN (NO WORK)
A2.10 1/8"=1'-0"

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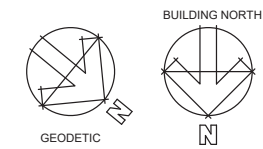
SEAL

PROJECT
**508 - EIGHT ST
RENOVATION**

NEW WESTMINSTER, BC

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SHEET TITLE
**EXISTING MAIN
FLOOR PLAN**



SCALE: 1/8"=1'-0"
DRAWN BY: SHITZ
CHECKED BY: RB
SHEET NO. **A2.10**
PROJECT NO. 20BA10

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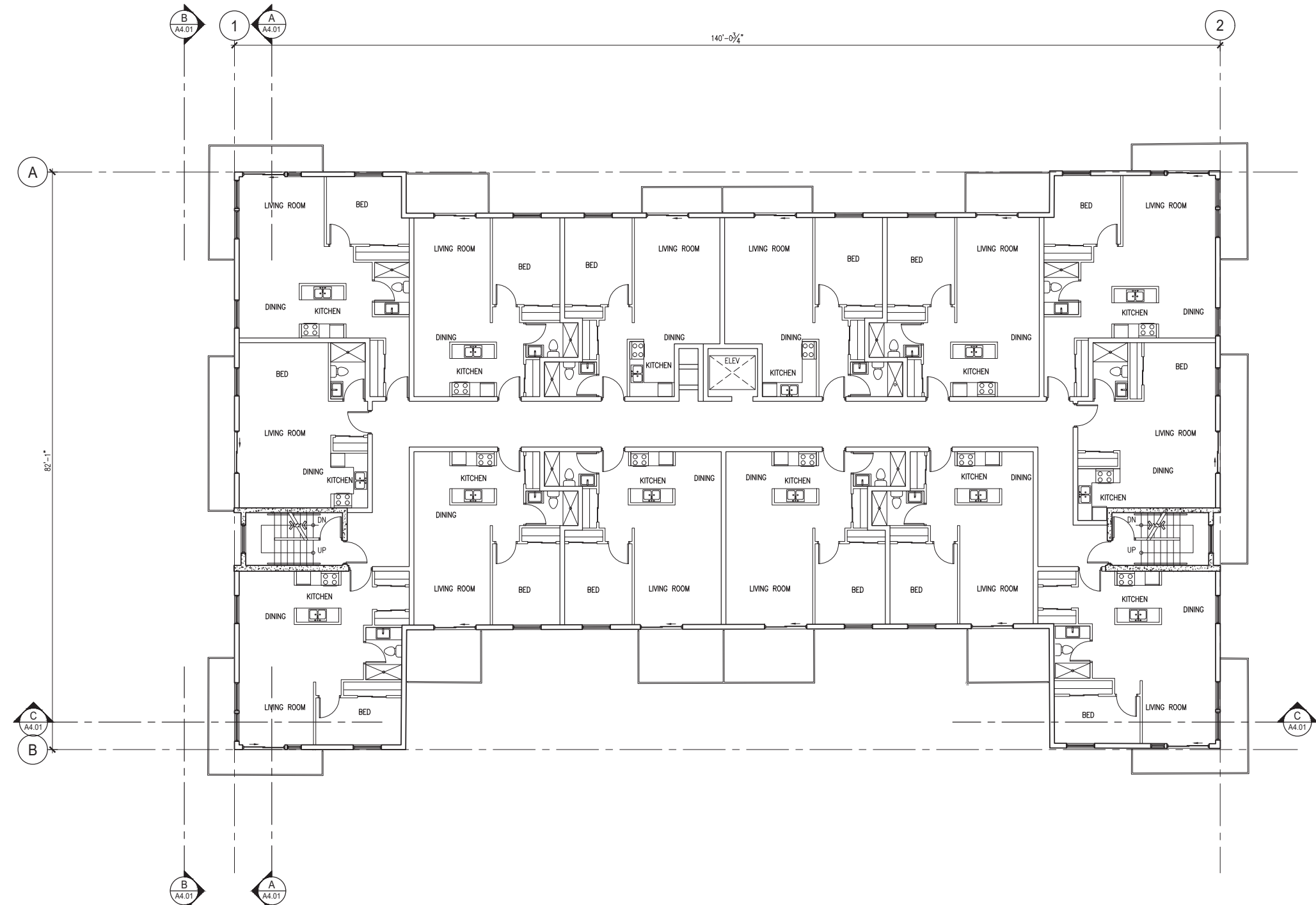
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A2.20 1/8"=1'-0"

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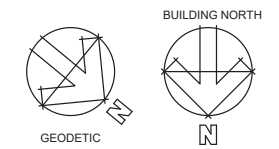
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SHEET TITLE
EXISTING SECOND & THIRD FLOOR PLAN



SCALE: 1/8"=1'-0"
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SHEET NO. **A2.20**
PROJECT NO. 20BA10

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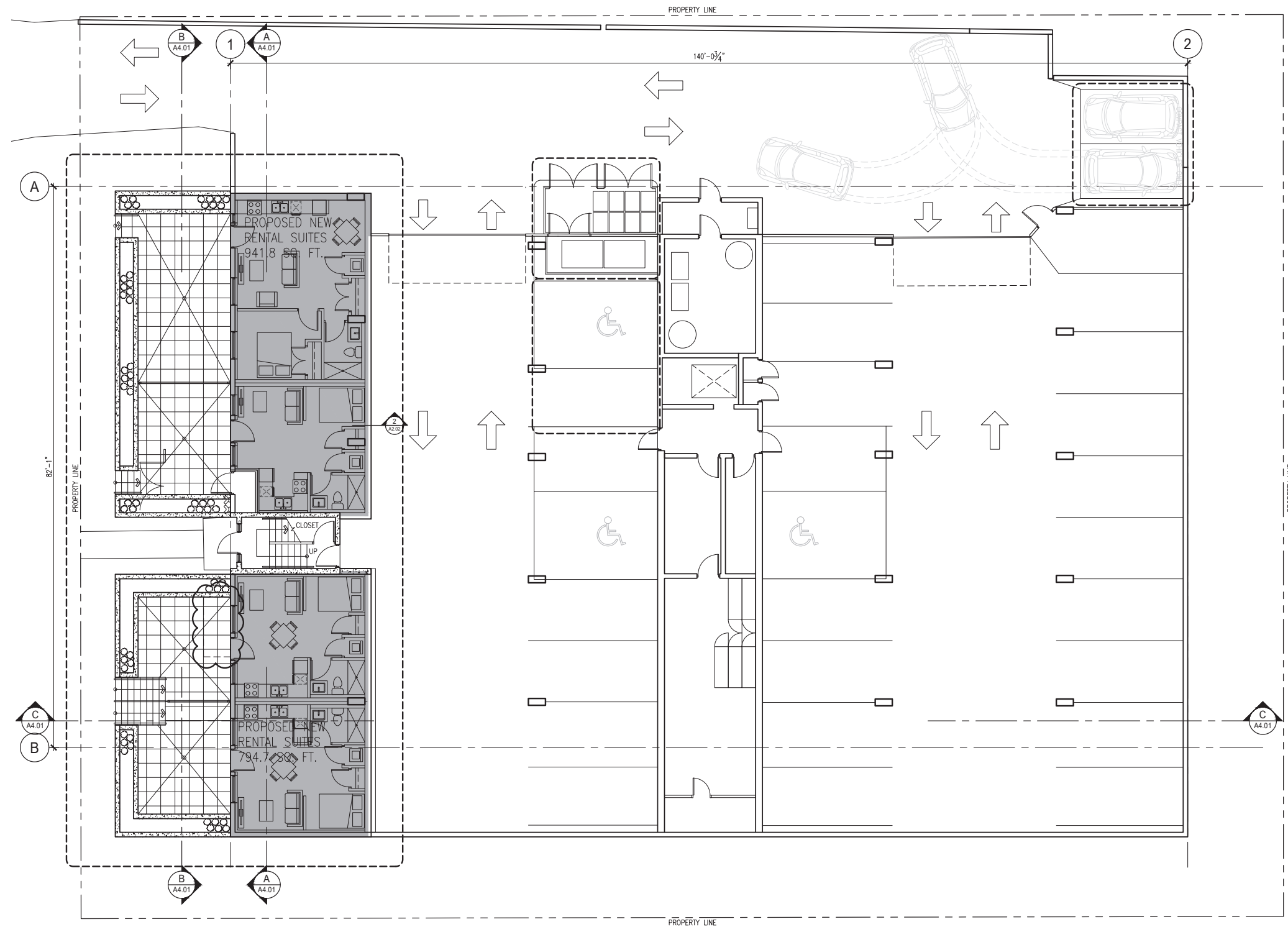
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PROPOSED P1 PARKADE
NEW RENTAL SUITES
1736.5 GROSS FLOOR AREA

1 PROPOSED RENOVATION FLOOR PLAN - FSR OVERLAY
A2.30 1/8"=1'-0"

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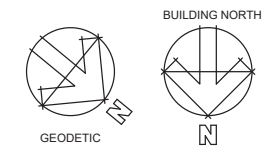
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SHEET TITLE
PROPOSED RENOVATION FLOOR PLAN - FSR OVERLAY



SCALE: 1/8"=1'-0"
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CHECKED BY: RB
SHEET NO. A2.30
PROJECT NO. 20BA10

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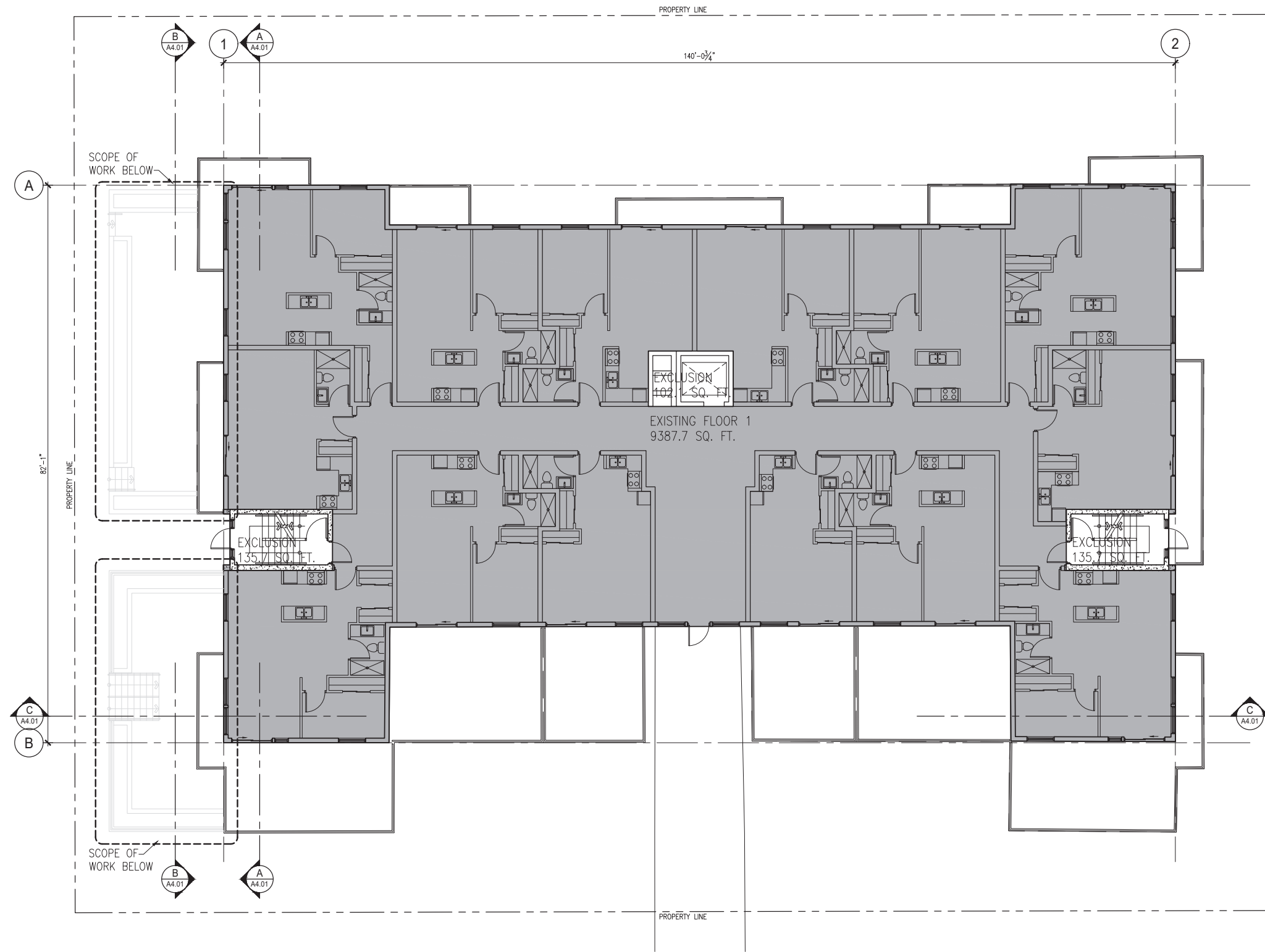
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EXISTING FLOOR 1
9387.7 SQ. FT.
EXCLUSIONS - 373.5 SF
9014.2 GROSS FLOOR AREA

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SCALE

PROJECT
**508 - EIGHT ST
RENOVATION**

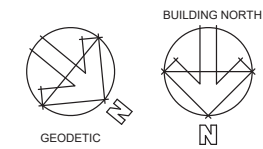
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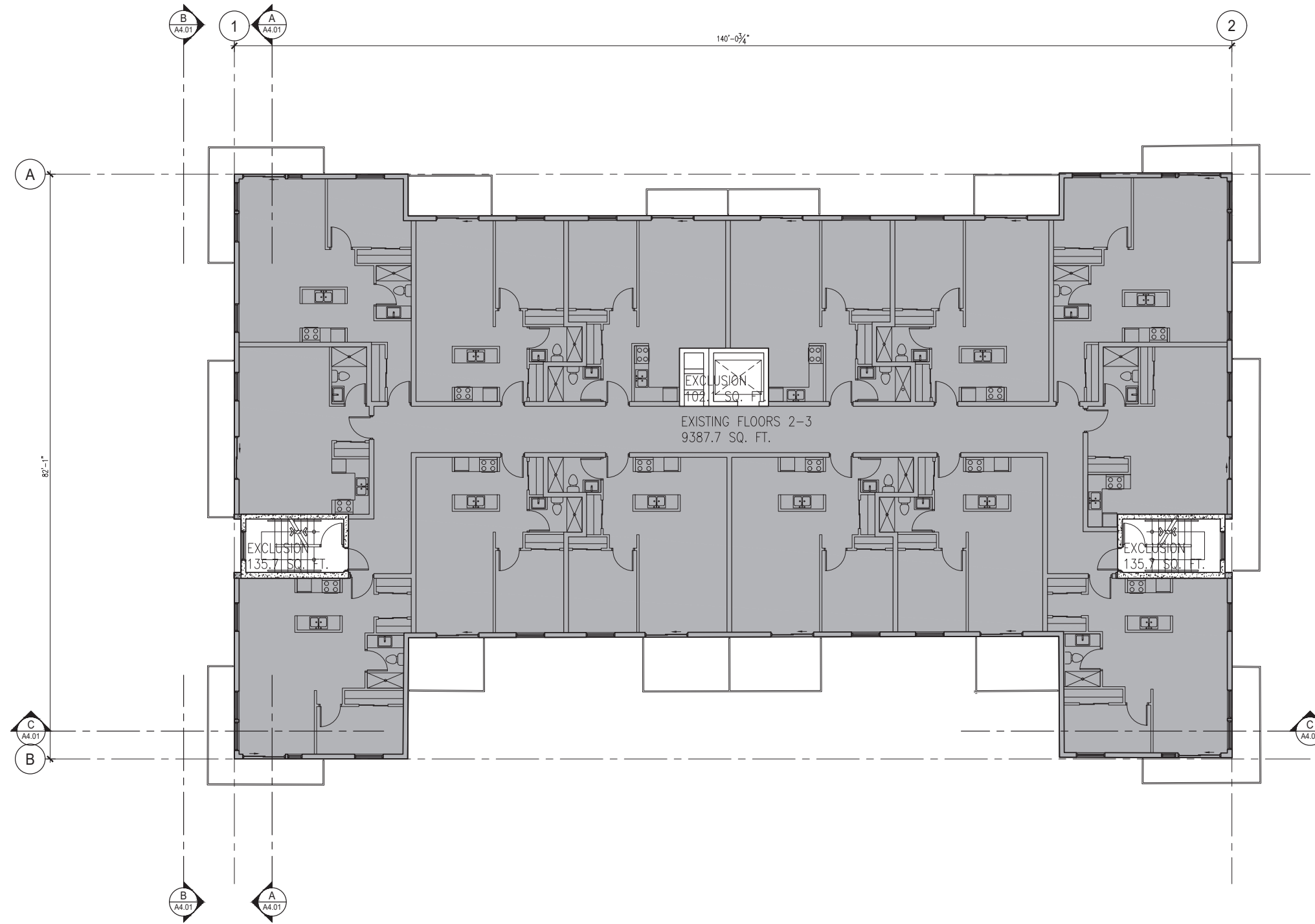
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SHEET TITLE
**EXISTING MAIN
FLOOR PLAN - FSR
OVERLAY**

SCALE: 1/8"=1'-0"
DRAWN BY: SHITZ
CHECKED BY: RB
SHEET NO.: **A2.31**
PROJECT NO.: 206A10

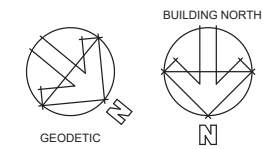
1 EXISTING MAIN FLOOR PLAN - FSR OVERLAY
A2.31 1/8"=1'-0"





EXISTING FLOORS 2-3
 9387.7 SQ. FT.
 EXCLUSIONS - 373.5 SF
 9014.2 GROSS FLOOR AREA

1 EXISTING SECOND & THIRD FLOOR PLAN - FSR OVERLAY
 A2.32 1/8"=1'-0"



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PROJECT
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 NEW WESTMINSTER, BC

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SHEET TITLE
 EXISTING SECOND & THIRD FLOOR PLAN - FSR OVERLAY

SCALE: 1/8"=1'-0"
 DRAWN BY: SHITZ
 CHECKED BY: RB
 SHEET NO. A2.32
 PROJECT NO. FILE# 20BA10

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4	2021.09.23	ISSUE FOR D.P & D.V.P REVISION3
3	2021.02.07	ISSUE FOR D.P & D.V.P REVISION2
2	2021.06.16	ISSUE FOR D.P & D.V.P REVISION1
1	2021.04.12	ISSUE FOR D.P & D.V.P

NO.	DATE	REVISION
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DESIGN CONSULTANT



#701 - 625 Fifth Avenue
 New Westminster, B.C. Canada,
 V3M 1X4
 (604) 619-0529
 info@billardarchitecture.ca
 www.billardarchitecture.ca

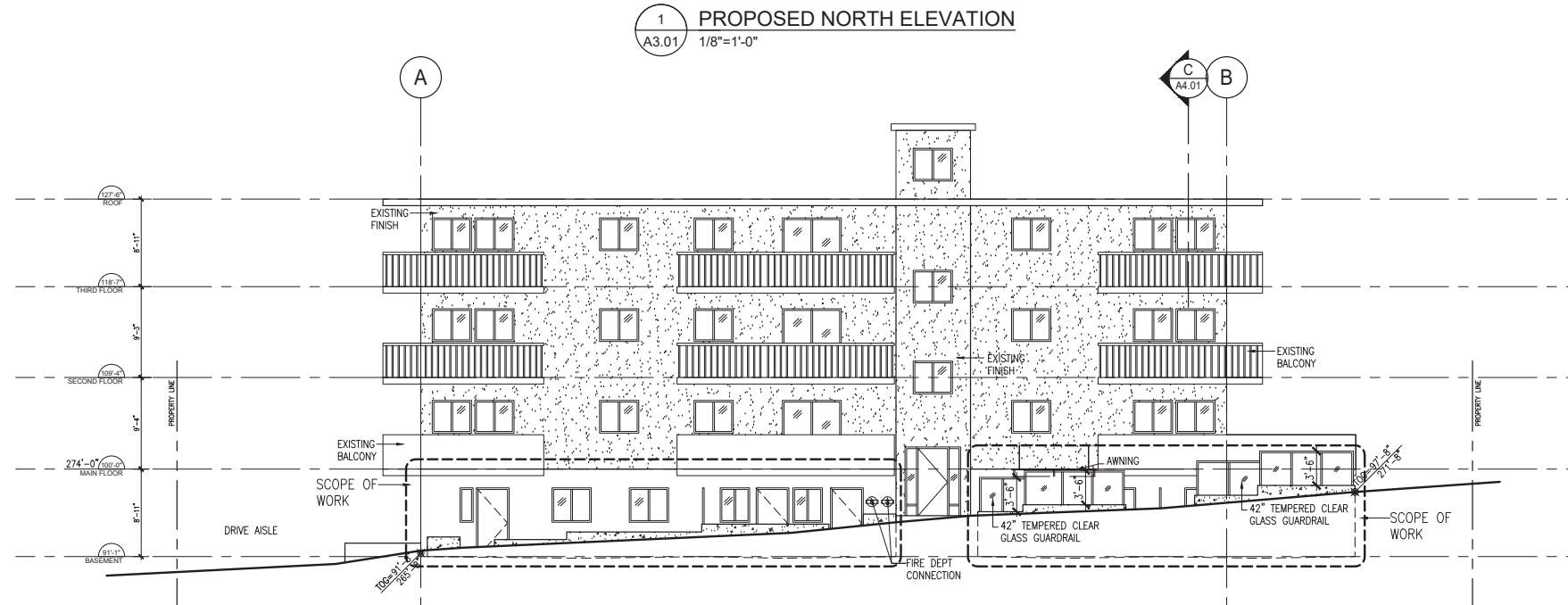
SEAL

PROJECT
 508 - EIGHT ST
 RENOVATION
 NEW WESTMINSTER, BC

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

SHEET TITLE
 NORTH & EAST ELEVATIONS

SCALE:	1/8"=1'-0"	SHEET NO.:	A3.01
DRAWN BY:	SHITZ	PROJECT NO.:	20BA10
CHECKED BY:	RB	FILE NO.:	



ALL RIGHTS RESERVED, PROPERTY OF THE ARCHITECTS. USE OR REPRODUCTION PROHIBITED WITHOUT PRIOR WRITTEN PERMISSION.

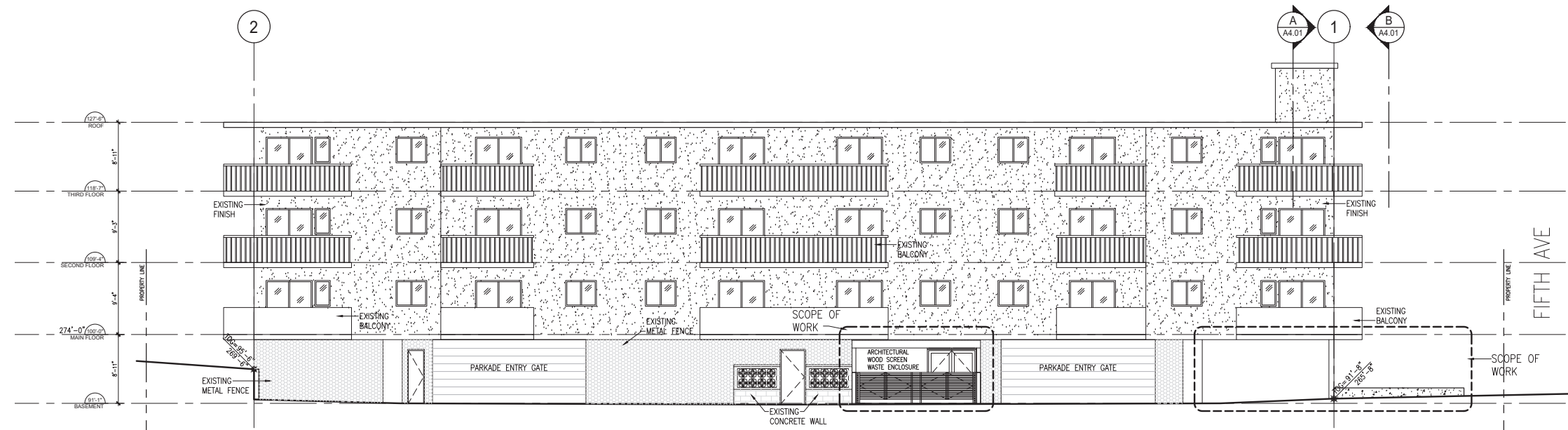
THE CONSTRUCTOR SHALL REVIEW THE DOCUMENTS FOR CONFORMANCE WITH CODES AND BY-LAWS AND SHALL ADVISE THE ARCHITECTS OF ANY DISCREPANCIES.

THE CONSTRUCTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THE DESIGNER.

DO NOT SCALE THE DRAWINGS.

THIS DRAWING IS INTENDED FOR INFORMATION ONLY.

THE CONSTRUCTOR AND ANY PERSON USING THIS DRAWING FOR INFORMATION ARE ADVISED TO REFER TO CIVIL, STRUCTURAL, MECHANICAL, SPRINKLER, ELECTRICAL, LANDSCAPE AND INTERIOR DESIGN DISCIPLINE DRAWINGS FOR INFORMATION RELATING TO THOSE DISCIPLINES.



1 PROPOSED SOUTH ELEVATION
1/8"=1'-0"



2 WEST ELEVATION (NO WORK)
1/8"=1'-0"

NO.	DATE	REVISION
8	2022.03.01	ISSUE FOR D.P & D.V.P REVISION7
7	2022.02.14	ISSUE FOR D.P & D.V.P REVISION6
6	2022.01.31	ISSUE FOR D.P & D.V.P REVISION5
5	2021.12.23	ISSUE FOR D.P & D.V.P REVISION4
4	2021.09.23	ISSUE FOR D.P & D.V.P REVISION3
3	2021.02.07	ISSUE FOR D.P & D.V.P REVISION2
2	2021.06.16	ISSUE FOR D.P & D.V.P REVISION1
1	2021.04.12	ISSUE FOR D.P & D.V.P

DESIGN CONSULTANT



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(604) 619-0529
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PROJECT
508 - EIGHT ST
RENOVATION
NEW WESTMINSTER, BC

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

SHEET TITLE
SOUTH & WEST
ELEVATIONS

SCALE: 1/8"=1'-0"
DRAWN BY: SHITZ
CHECKED BY: RB
SHEET NO. A3.02
PROJECT FILE: 20BA10

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DESIGN CONSULTANT



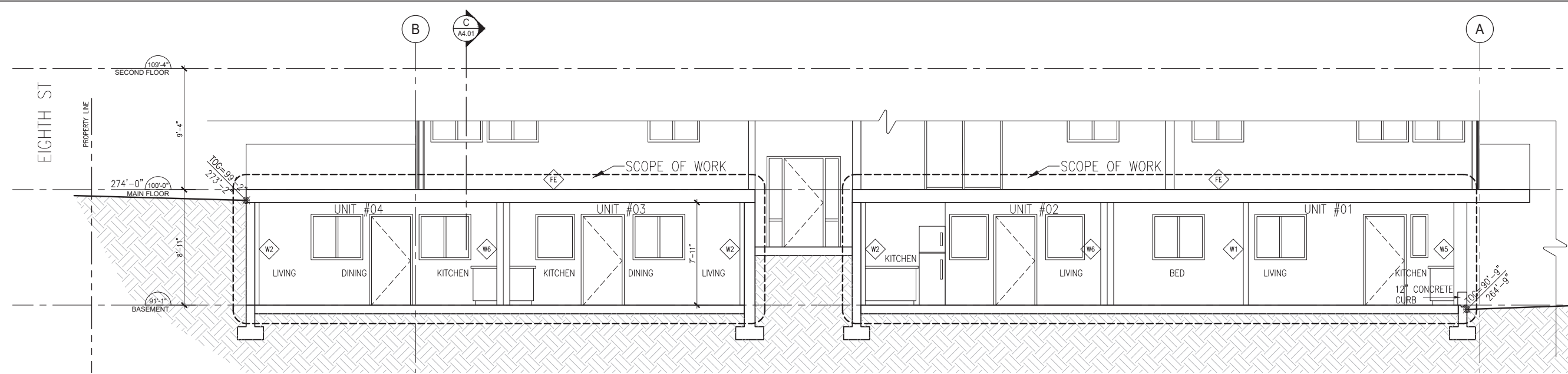
#701 - 625 Fifth Avenue
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PROJECT
**508 - EIGHT ST
 RENOVATION**
 NEW WESTMINSTER, BC

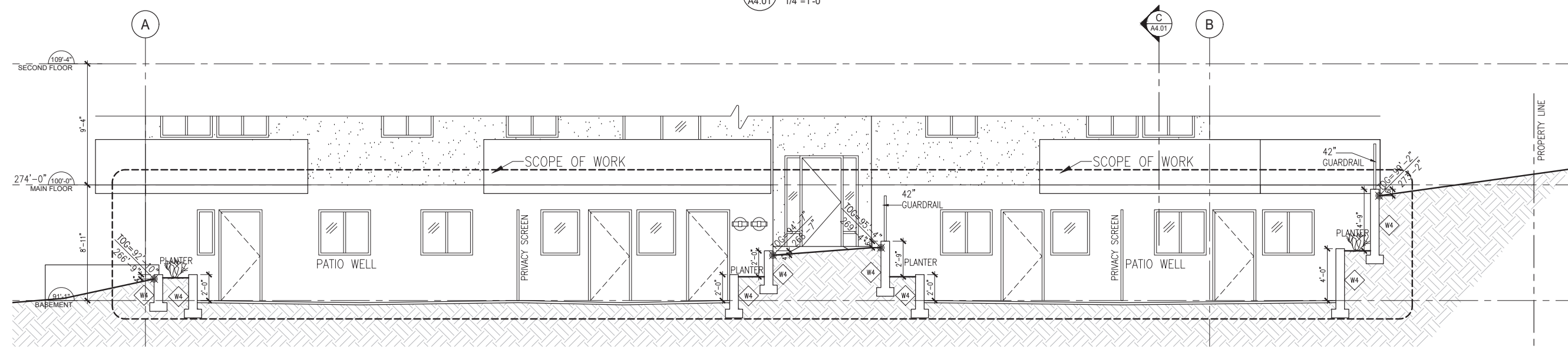
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SHEET TITLE
**AA, BB & CC
 BUILDING
 SECTIONS**

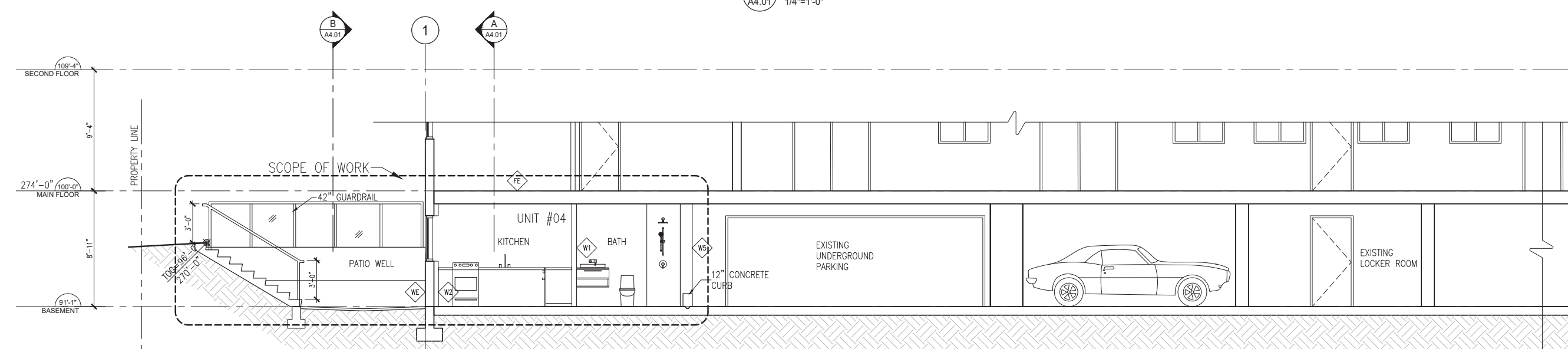
SCALE: 1/4"=1'-0"
 SHEET NO. **A4.01**
 DRAWN BY: SHITZ
 CHECKED BY: RB
 PROJECT NO. 20BA10



AA BUILDING SECTION
 A4.01 1/4"=1'-0"



BB BUILDING SECTION
 A4.01 1/4"=1'-0"



CC BUILDING SECTION
 A4.01 1/4"=1'-0"

Attachment 3
Site Context and Project Statistics

SITE CONTEXT

Site Characteristics and Context

The site is located on the corner of the Eighth Street and Fifth Avenue. The current three level building, which consists of 42 residential rental units, was built in 1967. 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.

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.



Figure 1: Site Context Map with 508 Eighth Street highlighted in Blue

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-serviced 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 STATISTICS

	Existing Site	Proposed 4 unit Addition
Existing Site Are (gross)	2,156 sqm (23,212 sqft)	Unchanged
Site Frontage	53.64 m (175.98 ft)	Unchanged
Existing Site Depth	40.21 m (131.92 ft)	Unchanged
Floor Space Ratio	1.19	1.24
Floor Area (gross)	2,582 sqm (27,792 sqft)	2,743.3 sqm (29,528.5 sqft)
Residential Units	42	46
Parking	32	26

Attachment #4
Housing Agreement Bylaw 8279, 2022

THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT (508 Eighth Street) BYLAW NO. 8279, 2022

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

GIVEN THAT:

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

PID: 012-972-282

LOT "F" OF LOT 11 SUBURBAN BLOCK 10 PLAN 29943

(the “**Land**”)

wishes to construct dwelling units on the Land.

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

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

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Housing Agreement (508 Eighth Street) Bylaw No. 8279, 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

Jacqueline Killawee, City Clerk

Schedule "A"
Section 219 Covenant and Housing Agreement



1. Application

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

File No. 239-1209
508 8th St. - Housing Agreement

2. Description of Land

PID/Plan Number	Legal Description
012-972-282	LOT "F" OF LOT 11 SUBURBAN BLOCK 10 PLAN 29943

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		Granting the Covenant herein priority over Mortgage CA8396730 and Assignment of Rents CA8396731

4. Terms

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

5. Transferor(s)

508 EIGHTH STREET NOMINEE LTD., NO.BC1162975

CANADA ICI CAPITAL CORPORATION (AS TO PRIORITY), NO.A0067505

6. Transferee(s)

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

7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

508 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

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

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 ___ day of _____, 2022:

BETWEEN:

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

(the “Owner”)

AND:

THE 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 Land (hereinafter defined) and the Building thereon, which currently contains 42 rental Dwelling Units, and it wishes to construct four 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 Land are used only as rental Dwelling Units; and
- E. The City adopted Housing Agreement (508 Eighth Street) Bylaw No. 8279, 2022, 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 Land;
- (c) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Land, 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) **“Land”** means the land identified in 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 Land or any building on the Land, or the Ownership or right to possession or occupation of the Land or any building on the Land, 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 a Secured Rental Unit.

ARTICLE 2 USE OF LAND AND SUBDIVISION

2.1 Designation – The Owner agrees that:

- (a) every Dwelling Unit located on the Land on the date this Agreement is registered in the LTO and every Dwelling Unit constructed after such date on the Land 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 Land nor any building on the Land 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 sections 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 Land 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 Land 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 Land.

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 shall obtain and maintain during the term of this Agreement a business licence from the City of New Westminster for the operation of the Secured Rental Units.
- (b) 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;
- (c) 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);

- (d) 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
- (e) the Owner shall comply with all laws, including, without limitation, 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 Land.

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 Land 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 not or could not occur but for the:

- (a) construction, maintenance, repair, Ownership, lease, license, operation or management of the Land 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 Land in priority to all charges and encumbrances registered or pending registration against title to the Land 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 Land.

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 Land;
- (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 Land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

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 Land 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:

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 Land – This Agreement burdens and runs with the Land 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 Land.

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 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 CITY OF NEW
)	WESTMINSTER
)	
PROVINCE OF BRITISH COLUMBIA)	("Housing Agreement")
)	

TO WIT:

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

1. I am an authorized signatory of the Owner of the land located at _____, New Westminster (the "Land"), 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 Land.
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 CA8396730 and CA8396731, respectively, encumbering the land 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 Land.
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 Land, 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

Attachment #5
Housing Agreement Principles
Letter

508 Eighth Street Nominee Ltd

135-1991 Savage Rd
Richmond, BC
V6V 0A4

508 Eighth St Housing Agreement Principles Letter

We, the owners of the property at 508 Eighth St, agree to the following principles that will form a housing agreement for the property:

- 1) The owner(s) will operate the building located at 508 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 508 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 four market rental units that are proposed to be developed as part of the building permit application for this project.
- 7) The rental tenure will be guaranteed for 60 years or the life of the building.
- 8) The Owner(s) will operate the housing as market rental units. The Housing Agreement will not provide restrictions on eligibility or market rent.

Name of land owner/developer company (please write here): 508 Eighth Street Nominee Ltd

Name of person signing this letter on behalf of company (please write here): Zvonimir Duric

DIRECTOR

Personal Information Removed

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

Date of signature (please write the date here – month, day, year): August 31 / 2021