

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

BYLAW NO. 2195

A Bylaw to Authorize the Corporation of the District of Central Saanich
to Enter into a Housing Agreement
(1183 Verdier Avenue – Affordable Housing)

WHEREAS the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned the lands described in this Bylaw to enable the Owner to construct and maintain a multi-unit rental housing development on the Lands for affordable rental housing and the Municipality has deemed it expedient to require the Owner, as a condition of rezoning, to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

NOW THEREFORE, the Municipal Council of the Corporation of the District of Central Saanich, in open meeting assembled, ENACTS AS FOLLOWS:

1. The Municipality is authorized to enter into a Housing Agreement pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedule “A”, with respect to the land located in the Municipality of Central Saanich having civic address of 1183 Verdier Avenue and being more particularly known and described as:

PID: 032-163-321, Lot A, Section 10, Range 1 West, South Saanich District, Plan EPP128063, as shown shaded on the map attached to this bylaw as Appendix “A”.

2. The Mayor and the Municipal Clerk of the Municipality are authorized to execute the Housing Agreement on behalf of the Municipality.

CITATION

3. This Bylaw may be cited for all purposes as the “**Housing Agreement Bylaw No. 2195, 2024**”.

READ A FIRST TIME this day of , **2024**

READ A SECOND TIME this day of , **2024**

READ A THIRD TIME this day of , **2024**

ADOPTED this day of , **2024**

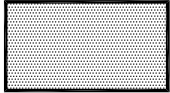
Ryan Windsor
Mayor

Emilie Gorman
Corporate Officer

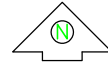
Appendix 'A' To Bylaw No. 2195

Housing Agreement Bylaw
(1183 Verdier Ave)

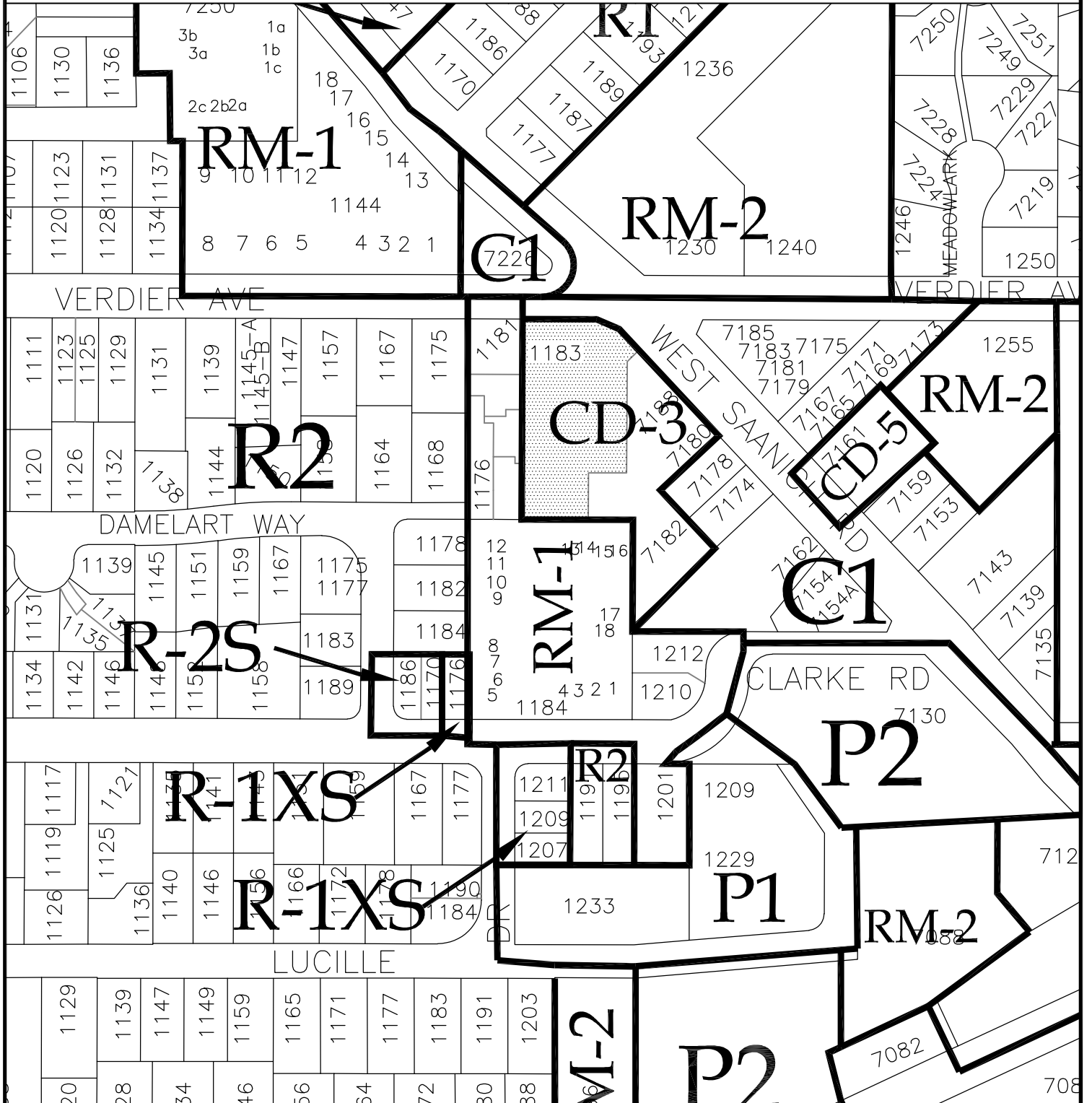
LEGEND



SUBJECT SITE



scale 1:2500



Schedule "A" To Bylaw No. 2195

DISTRICT OF CENTRAL SAANICH

HOUSING AGREEMENT

(Section 483, *Local Government Act*)

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF ____, 2024 is
BETWEEN:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

1903 Mount Newton X Road
Saanichton, B.C. V8M 2A9
(the "*Municipality*")

AND

1083194 BC LTD.

2970 Phyllis St
Victoria, BC V8N 1Z1
(the "*Owner*")

WHEREAS:

- A. The Owner is the registered owner of those Lands situated at Brentwood Bay, B.C. and legally described as:

Lot A, Section 10, Range 1 West, South Saanich District, Plan EPP128063
(1183 Verdier Avenue) (the "Land");
- B. The Owner has requested the Municipality to amend for amendments to the Municipality's Zoning Bylaw by means of Zoning Bylaw Amendment Bylaw No. 2194 (the "Amending Bylaw") to permit the development of a multi-unit affordable rental apartment building on the Land;
- C. The Owner has agreed, in order that the adoption of the Amendment Bylaw will be in the public interest, that the use and occupancy of a minimum of 100% (110 units) of the dwellings be provided as affordable housing;
- D. The Municipality may, pursuant to Section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure and availability to specified classes of persons of dwelling units located on the lands of the owner;
- E. The Municipality has, by Central Saanich Housing Agreement Bylaw No. 2195, 2024, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

THIS AGREEMENT is evidence that in consideration of \$2.00 paid by the Municipality to the Owner, the receipt and sufficiency of which are acknowledged by the Owner, and in consideration of the promises exchanged below, the parties agree, as a housing agreement between the Owner and the Municipality under s. 483 of the *Local Government Act*, as follows:

DEFINITIONS

In this Agreement:

"Affordable Housing" means the use of one or more dwelling units for the purpose of providing rental accommodation for Low to Moderate Income Households, where the rental rate for each dwelling unit is no more than 30% of the household income.

"Deeply Subsidized Units" means dwelling units provided to residents selected from the Housing Registry with an income below the Deep Subsidy Income Limits established by BC Housing and secured through a Housing Agreement.

"Housing Income Limits" means the maximum gross household income allowed to be considered eligible for affordable housing programs, which is provided by BC Housing annually.

TENURE AND OCCUPANCY OF ALL DWELLING UNITS

1. The Owner agrees that the occupancy of a minimum 100%, or 110 dwelling units, on the Land shall be rented as Affordable Housing only.
2. The Owner agrees that a minimum of 20%, or 22 dwelling units, on the Land shall be deeply subsidized units and rented at shelter bed rates.
3. The Owner agrees that a minimum of 50%, or 55 dwelling units, on the Land shall be subsidized and rented as rent-geared-to-income units for low to moderate income households with a maximum rental rate of 30% of the household income.
4. The Owner agrees that a maximum of 30%, or 33 dwelling units, on the Land shall be rented as affordable dwellings for low to moderate income households based on BC Housing Income Limits as determined annually.
5. The Owner agrees that there will be no additional rent charges for any tenant to occupy an on-site parking space for the parking of personal vehicles, that the assignment of parking spaces is the sole responsibility of the Owner and that they will not unreasonable prevent a tenant from being approved for access to a parking space when they are available.
6. The Owner agrees that they require potential tenants to provide documentation to demonstrate that they qualify as being a Low to Moderate Income Household.
7. The Owner agrees that upon written request by the Municipality, documentation to confirm the dwelling units are being occupied in accordance with this Agreement be provided to the satisfaction of the Municipality without unreasonable delay.
8. The Owner agrees that the Affordable Housing units be provided for perpetuity commencing on the date an Occupancy Permit is issued.

DEFAULT AND REMEDIES

9. The Owner agrees that any breach or default in the performance of this Agreement on its part must be corrected, to the satisfaction of the Municipality, within the time stated in any Notice of Default provided to the Owner by the Municipality.
10. The Owner agrees that the Municipality is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction for any breach of this Agreement, in view of the public interest in ensuring that the use and occupancy of the dwelling units on the Land is not restricted in any manner that is contrary to the Agreement.
11. The Owner acknowledges that an award of damages may be an inadequate remedy

for a breach of this Agreement and that the Municipality is entitled in the public interest to an order for specific performance of this Agreement, and a declaration that a residential tenancy agreement or any portion of such an agreement or a strata corporation bylaw constitutes a breach of this Agreement and is unenforceable.

GENERAL PROVISIONS

12. Housing Agreement

The Owner acknowledges that this Agreement constitutes a housing agreement under s.483 of the *Local Government Act* and that the Municipality will register a notice of this housing agreement against title to the Land.

13. Disclosure

The Owner agrees that, for so long as the Owner is an "owner developer" for the purposes of the *Real Estate Development Marketing Act*, the Owner shall disclose the existence of the restrictions contained in this Agreement in any disclosure statement provided to a purchaser in accordance with that legislation.

14. Indemnity

The Owner shall indemnify and save harmless the Municipality and each of its elected officials, officers, directors, employees and agents from and against all claims, demands, actions, loss, damage, costs and liabilities for which any of them may be liable by reason of any act or omission of the Owner or its officers, directors, employees, agents or contractors or any other person for whom the Owner is at law responsible, that constitutes a breach of this Agreement.

15. Release

The Owner releases and forever discharges the Municipality and each of its elected officials, officers, directors, employees and agents and each of their heirs, executors, administrators, personal representatives, successors and assigns from all claims, demands, damages, actions or causes of action arising out of the performance by the Owner of its obligations under this Agreement.

16. Survival

The obligations of the Owner set out in sections 18 and 19 shall survive any termination of this Agreement.

17. Municipal Powers Unaffected

This Agreement does not limit the discretion, rights, duties or powers of the Municipality under any enactment or the common law, impose on the Municipality any duty or obligation, affect or limit any enactment relating to the use or subdivision of the Land, or relieve the Owner from complying with any enactment.

18. No Public Law Duty

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

19. Notice

Notice required or permitted to be served under this Agreement is sufficiently served if delivered in person or mailed to the postal address of the Owner or the Municipality, as the case may be, at the address set out above, and in the case of mailed notice shall be deemed to have been received on the third day following mailing.

20. Enuring Effect

This Agreement is binding upon, and enures to the benefit of the parties and their respective successors and permitted assigns, including the owner of any strata lot and

any strata corporation formed upon the subdivision of the Land under the *Strata Property Act*.

21. Severability.

If any provision of this Agreement is found to be invalid or unenforceable, it shall be severed from this Agreement and the remainder shall remain in full force and effect.

22. Remedies and Waiver

All remedies of the Municipality under this Agreement are cumulative, and may be exercised in any order or concurrently, any number of times. Waiver of or delay by the Municipality in exercising any remedy shall not prevent the later exercise of any remedy for the same or any similar breach.

23. Sole Agreement

This Agreement represents the entire agreement between the parties respecting the tenure, use and occupancy of the dwelling units on the Land, and there are no representations, conditions or collateral agreements on the part of the Municipality other than those set out in this Agreement.

24. Further Assurance

The Owner must forthwith do all acts and execute such instruments as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.

25. Covenant Runs with the Land

This Agreement runs with the Land and is binding on the Owner and all persons who acquire an interest in the Land.

26. Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

27. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the Province of British Columbia.

28. No Joint Venture

Nothing in this Agreement will constitute the Municipality as the joint venturer, agent or partner of the Owner or give the Owner any authority to bind the Municipality in any way.

by its authorized signatories:

by its authorized signatories:

DISTRICT OF CENTRAL SAANICH

by its authorized signatories:
