

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

BYLAW NO. 2228

A Bylaw to Authorize the Corporation of the District of Central Saanich
to Enter into a Housing Agreement
(1934 Hovey Road – Legion 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 is considering rezoning lands described in this Bylaw to enable the Owner to construct and maintain a multi-unit housing development on the Lands for 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 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 addresses of 1950, 1960 and 1966 Hovey Road and being more particularly known and described as:

Parcel Identifier: 004-110-544 Lot 3, Section 7, Range 2 East, South Saanich District, Plan 16991
Parcel Identifier: 015-614-387; Lot A, Section 7, Range 2 East, South Saanich District, Plan 49783
Parcel Identifier: 015-614-395; Lot B, Section 7, Range 2 East, South Saanich District, Plan 49783
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. 2228, 2025**”.

READ A FIRST TIME this day of , **2025**

READ A SECOND TIME this day of , **2025**

READ A THIRD TIME this day of , **2025**

ADOPTED this day of , **2025**

Ryan Windsor
Mayor

Emilie Gorman
Corporate Officer



Schedule “A” To Bylaw No. 2228

HOUSING AGREEMENT

(Pursuant to section 483 of the *Local Government Act*)

This agreement ("**Agreement**") dated for reference the ____ day of _____, 2025

AMONG:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

1903 Mount Newton Cross Road, Saanichton,
British Columbia V8M 2A9

(the “**District**”)

AND:

[REDACTED]

[REDACTED]

[REDACTED]

(collectively, the “**Owner**”)

WHEREAS:

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

1950 Hovey Road, Saanichton

PID: 004-110-544; Lot 3, Section 7, Range 2 East, South Saanich District, Plan 16991

1960 Hovey Road, Saanichton

PID: 015-614-387; Lot A, Section 7, Range 2 East, South Saanich District, Plan 49783

1966 Hovey Road, Saanichton

PID: 015-614-395; Lot B, Section 7, Range 2 East, South Saanich District, Plan 49783;

(collectively, the “**Lands**”)

- B. The Owner has applied to the District for an amendment to the District’s Zoning Bylaw to permit the development of a multi-unit affordable rental housing project on the Lands (the “**Development**”);
- C. Under section 483 of the *Local Government Act* the District may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- D. Development and construction of the Development will be funded in whole or in part by BC Housing and/or Canada Mortgage and Housing Corporation (CMHC) under applicable funding program(s) which will stipulate affordability levels and rental rates for the Dwelling Units;
- E. The Lands form part of a proposed consolidation and subdivision involving two adjacent parcels (the “**Adjacent Parcels**”) lying to the west of the Lands. The Adjacent Parcels are legally described as:

PID: 000-100-196; Lot 1, Section 7, Range 2 East, South Saanich District, Plan 16991
PID: 004-130-677; Lot 2, Section 7, Range 2 East, South Saanich District, Plan 16991;
- F. The Lands are to be consolidated with the Adjacent Parcels and the resulting consolidated parcel to be subdivided in accordance with the draft plan of subdivision attached hereto as Schedule “A”, which will result in new lot A (“**New Lot A**”) and new lot B (“**New Lot B**”);
- G. The Development will be constructed on New Lot B, which is the subject matter of this Housing Agreement.

NOW THIS AGREEMENT WITNESSES that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the

parties agree each with the other as follows:

1. APPLICATION OF THIS AGREEMENT.

- 1.1 The parties agree that upon registration of the subdivision in accordance with Schedule "A" and creation of a title for New Lot A and New Lot B, then this agreement shall be applicable to New Lot B and shall have no application to any part of the Lands that form part of New Lot A.

2. DEFINITIONS

- 2.1 In this Agreement:

"Affordable Housing" means housing that meets the affordability requirements of an applicable funding program administered by BC Housing and/or CMHC, as determined in an Operating Agreement as may be in effect from time to time.

"Director" means the District's Director of Sustainable Planning and Development, and includes any person duly acting in his/her place and stead for the purposes of this Agreement.

"Dwelling Unit" or **"Dwelling Units"** means any or all, as the context may require, of the self-contained dwelling units within the Development located on New Lot B, and every Dwelling Unit that is developed on New Lot B thereafter;

"Immediate Family" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"Non-owner" means a person other than a Related Person or the Owner;

"Operating Agreement" means an agreement entered into between the Owner and BC Housing and/or CMHC that defines the affordability levels, rental rates, and other operational requirements for the Dwelling Units;

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 5.1;

"Related Person" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation (excluding a public corporation or a corporation held by a public corporation, pension fund, or real estate investment trust):
 - (i) an officer, director, shareholder, or member of such corporation, or of another entity which is a shareholder or member of such corporation; or
 - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner; and

"Tenancy Agreement" means a tenancy agreement regulated under the *Residential Tenancy Act*.

3. USE OF LANDS

3.1 The Owner covenants and agrees that in perpetuity:

- (a) all Dwelling Units will only be used as rental housing; and
- (b) each Dwelling Unit will only be occupied by one or more Non-owners under the terms of a Tenancy Agreement between the Owner and the Non-owner(s) who occupies the Dwelling Unit.

3.2 The Owner covenants and agrees that the monthly rent for each Dwelling Unit will not exceed the income or affordability standards prescribed by the Operating Agreement in effect from time to time.

4. REPORTING

- 4.1 Subject to confidentiality restrictions, the Owner covenants and agrees to provide to the Director, within 30 days of the Director's written request, a report in writing confirming that all Dwelling Units are being rented to Non-owners.
- 4.2 The Owner hereby authorizes the District to make such lawful inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3 The Owner acknowledges that it is within the District's discretion to consent or not to consent to modifications of this Agreement and that such consent may not be unreasonably withheld.

5. DEFAULT AND REMEDIES

- 5.1 In the event the Owner fails to comply with this Agreement, the District may provide notice of default to the Owner, who shall have thirty (30) days to remedy such default.
- 5.2 The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for 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.

6. NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 6.1 Notice of this Agreement (the “**Notice**”) will be registered in the Land Title Office by the District at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

7. GENERAL PROVISIONS

- 7.1 **Discharge.** The parties agree that in the event that the rezoning bylaw currently being applied for regarding the Lands is not approved then the Notice of Housing Agreement will be released from the title to the Lands.
- 7.2 **Indemnity** The Owner shall indemnify and save harmless the District 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.
- 7.3 **Release** The Owner releases and forever discharges the District 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.
- 7.4 **Municipal Powers Unaffected** This Agreement does not limit the discretion, rights, duties or powers of the District under any enactment or the common law, impose on the District any duty or obligation, affect or limit any enactment relating to the use or

subdivision of the Lands, or relieve the Owner from complying with any enactment.

- 7.5 **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 District, 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.
- 7.6 **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 Lands under the *Strata Property Act*.
- 7.7 **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.
- 7.8 **Remedies and Waiver** All remedies of the District under this Agreement are cumulative, and may be exercised in any order or concurrently, any number of times. Waiver of or delay by the District in exercising any remedy shall not prevent the later exercise of any remedy for the same or any similar breach.
- 7.9 **Sole Agreement** This Agreement represents the entire agreement between the parties respecting the tenure, use and occupancy of the dwelling units on the Lands, and there are no representations, conditions or collateral agreements on the part of the District other than those set out in this Agreement.
- 7.10 **Further Assurance** The Owner must forthwith do all acts and execute such instruments as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
- 7.11 **Covenant Runs with the Lands** This Agreement runs with the Lands and is binding on the Owner and all persons who acquire an interest in the Lands.
- 7.12 **Limitations on Owner Obligations** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
- 7.13 **Governing Law** This Agreement shall be interpreted and enforced in accordance with the laws of the Province of British Columbia.

7.14 No Joint Venture Nothing in this Agreement will constitute the District as the joint venturer, agent or partner of the Owner or give the Owner any authority to bind the District in any way

8.0 PRIORITY AGREEMENTS

8.1 **THE TORONTO DOMINION BANK**, as the registered holder of a mortgage registered against title to the Lands under number FB53333 (as to PID: 015-614-395 only) (the "**TD Charge**"), for and in consideration of the sum of One Dollar (\$1.00) paid by the District (the receipt whereof is hereby acknowledged), agrees with the District that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement will be an encumbrance upon the Lands in priority to the **TD Charge** in the same manner and to the same effect as if Notice had been filed before the **TD Charge**.

8.2 **COMPUTERSHARE TRUST COMPANY OF CANADA (INCORPORATION NO. A-52313)**, as the registered holder of a mortgage registered against title to the Lands under number CA906891 (as to PID: 015-614-387 only) (the "**Computershare Charge**"), for and in consideration of the sum of One Dollar (\$1.00) paid by the District (the receipt whereof is hereby acknowledged), agrees with the District that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement will be an encumbrance upon the Lands in priority to the **Computershare Charge** in the same manner and to the same effect as if Notice had been filed before the **Computershare Charge**.

[Signature Page Follows]

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

SIGNED BY THE OWNER, in the presence of:

_____)
 _____)
 Witness (Signature) _____)
 _____)
 Witness (Name) _____)
 _____)
 Address of Witness _____)

SIGNED BY THE OWNER, in the presence of:

_____)
 _____)
 Witness (Signature) _____)
 _____)
 Witness (Name) _____)
 _____)
 Address of Witness _____)

SIGNED BY THE OWNER, in the presence of:

_____)
 _____)
 Witness (Signature) _____)
 _____)
 Witness (Name) _____)
 _____)
 Address of Witness _____)

The Corporate Seal of THE CORPORATION)
OF THE DISTRICT OF CENTRAL SAANICH was)
hereunto Affixed in the presence of:)
)

_____)
Mayor)

_____)
Director, Corporate Services)

_____)
By its authorized signatories:)

_____)
Print Name)

_____)
Print Name)

_____)
By its authorized signatory(ies):)

_____)
Print Name)

_____)
Print Name)