

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

BYLAW NO. 2207

A Bylaw to Authorize the Corporation of the District of Central Saanich
to Enter into a Housing Agreement
(1934 Hovey Road – Market Rental 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 7551 East Saanich Road, and 1934 and 1950 Hovey Road and being more particularly known and described as:

Parcel Identifier: 000-100-196 Lot 1, Section 7, Range 2 East, South Saanich District, Plan 16991

Parcel Identifier: 004-130-677 Lot 2, Section 7, Range 2 East, South Saanich District, Plan 16991

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

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. 2207, 2025**”.

READ A FIRST TIME this 26th day of May , 2025

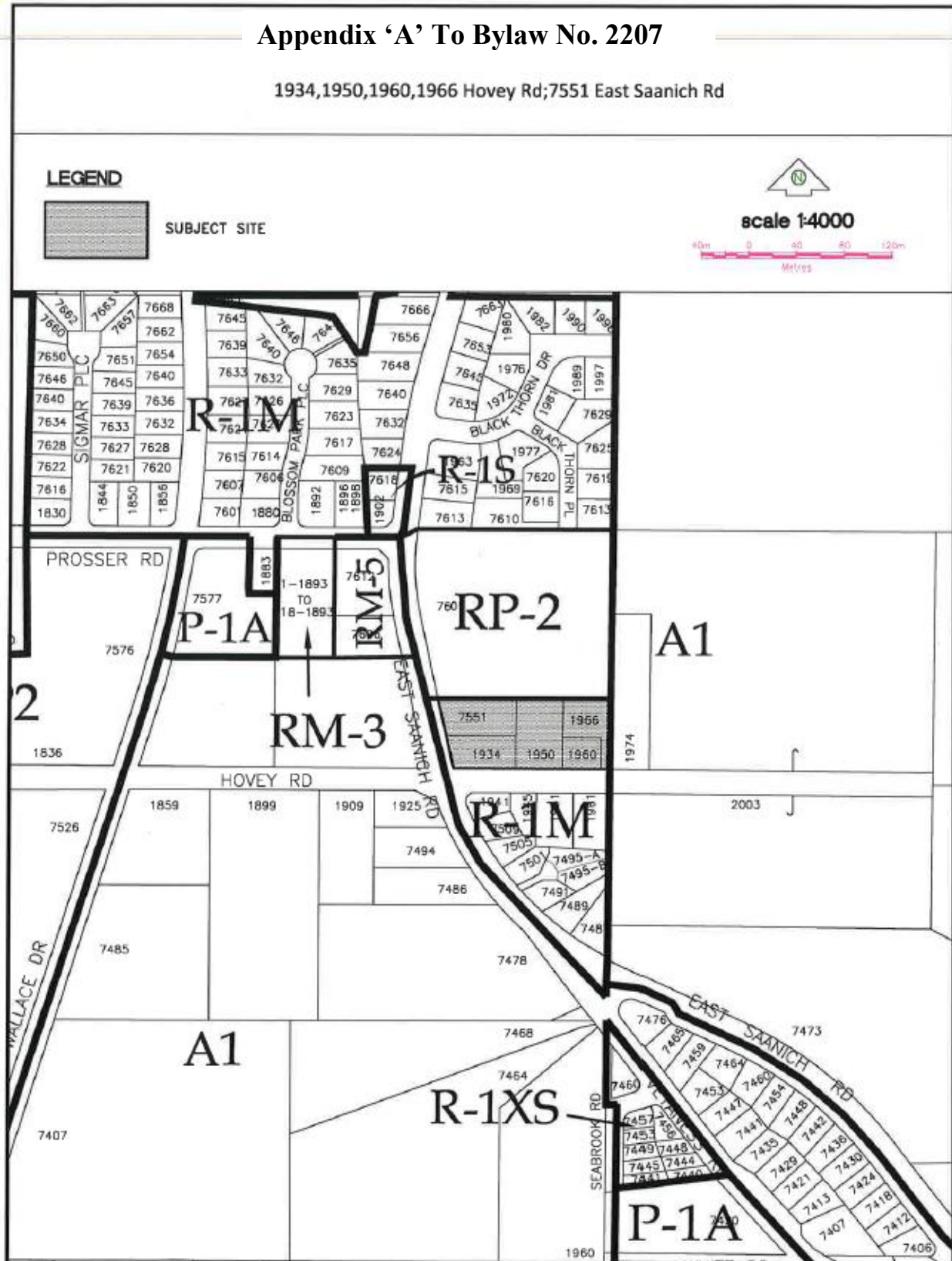
READ A SECOND TIME this 26th day of May , 2025

READ A THIRD TIME this 26th day of May , 2025

ADOPTED this day of , 2025

Ryan Windsor
Mayor

Emilie Gorman
Corporate Officer



Schedule “A” To Bylaw No. 2207

HOUSING AGREEMENT

(Pursuant to section 483 of the *Local Government*

Act) This Housing Agreement (this "**Agreement**") made 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. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. 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*;

- C. The Owner is the registered owner in fee simple of lands in the District of Central Saanich, British Columbia, with a civic address of 7551 E. Saanich Road, 1934 Hovey Road, and 1950 Hovey Road and legally described as:

Parcel Identifier: 000-100-196

Lot 1, Section 7, Range 2 East, South Saanich District, Plan 16991

Parcel Identifier: 004-130-677

Lot 2, Section 7, Range 2 East, South Saanich District, Plan 16991

Parcel Identifier: 004-110-544

Lot 3, Section 7, Range 2 East, South Saanich District, Plan 16991

(collectively, the "**Lands**");

- D. The Owner wishes to construct, on the Lands, a new a multiple dwelling residential complex containing approximately 130 dwelling units (the "**Building**"); and
- E. The District and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner to ensure all residential units shall remain rental in perpetuity, that 10% of the units (currently 13 units) be designated by the Owner and provided as affordable units.
- F. The parties acknowledge that the Owner intends to include the Lands in a future subdivision with adjacent parcels having PID: 015-614-387 and PID: 015-614-395 which will create proposed Lot A ("Proposed Lot A") and proposed Lot B ("Proposed Lot B") a tentative plan of such subdivision is attached as Schedule "A".

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:

- 1.0 APPLICATION OF THIS AGREEMENT.** The parties agree that upon registration of the subdivision as approximately shown in the attached Schedule "A" and upon creation of a title for Proposed Lot A then this agreement shall be applicable to such Lot A title and will be released against the portion of the Lands within Proposed Lot B.

2.0 DEFINITIONS

- 2.1 In this Agreement:

"**Affordable Rent**" means eighty (80%) percent of the average monthly rent for a dwelling

of comparable size and location as set out in the Canada Mortgage and Housing Corporation Housing Market Outlook for Greater Victoria, set yearly in October;

For clarity, the following provides an overview of the average monthly rent set in October 2024:

Private Apartment Average Rents (\$)	
Bachelor	1,366
1 Bedroom	1,528
2 Bedroom	1,993
3 Bedroom+	2,389

"Affordable Units" means 10% of the Dwelling Units as Affordable Rent (currently 13 units), designated by the Owner;

"Business Day" means Monday to Friday, other than any such day which is a statutory holiday Victoria, British Columbia;

"CPI" means the All-items Consumer Price Index for Victoria, British Columbia, published from time to time by Statistics Canada, or its successor in function;

"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 on the Lands, and includes every Dwelling Unit that is on the Lands already as of the Effective Date and every Dwelling Unit that is developed on the Lands thereafter;

"Effective Date" means the effective date of this Agreement which is the date of the signature of the last party to sign;

"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;

"Income Threshold" means eighty (80%) percent of:

- (a) the median household income in Central Saanich published from time to time by Statistics Canada which the Owner and the District agree in 2020 was \$90,000.00;

- (b) in each year that Statistics Canada has not published the median household income in Central Saanich, Income Threshold will be calculated as the median household income in Central Saanich most recently published by Statistics Canada increased by the greater of \$1.00 and amount equal to the CPI in the current year divided by the CPI in the year of publication.

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

"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*.

3.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

3.1 The Owner covenants and agrees that in perpetuity:

- (a) all the 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.

4.0 AFFORDABLE HOUSING

4.1 The Owner covenants and agrees that following the issuance of an occupancy permit of

each Affordable Unit:

- (a) 10% of the Dwelling Units (currently 13 units) will be designated by the Owner as Affordable Units and, subject to any limitations set out in the *Residential Tenancy Act*, will only be occupied and used as Affordable Units in perpetuity unless a shorter term is required by the Canada Mortgage and Housing Corporation or any other funding program related to the development of Proposed Lot A, the project no longer qualifies for any such funding program, or a government authority with jurisdiction over the District deems such a requirement to be dispensable, and confirmation of same is provided to the District.
- (b) The combined annual household income for the occupants of each of the Affordable Units will not exceed the Income Threshold.
- (c) Monthly rent for each Affordable Unit will not exceed the Affordable Rent. If the Canada Mortgage and Housing Corporation ceases to publish the Housing Market Outlook with information for Central Saanich, and such determination is not replaced by a similar publication, then the Affordable Rent with respect to an Affordable Unit will be determined by reference to the last published Affordable Rent and increased annually by an amount equal to the lesser of the maximum annual rent increase permitted under the *Residential Tenancy Act* and the increase in the CPI commencing January 1 following the year the Canada Mortgage and Housing Corporation ceased such publication.

5.0 REPORTING

- 5.1 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.
- 5.2 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.
- 5.3 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.

6.0 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.

7.0 LIABILITY

7.1 The Owner agrees to indemnify and saves harmless the District and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, 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 failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen “but for” this Agreement.

7.2 The Owner hereby releases and forever discharges the District and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen “but for” this Agreement.

8.0 PRIORITY AGREEMENT

8.1 **SEBASTIAN BROTHERS (FINANCIAL) LTD.** as the registered holder of a mortgage and assignment of rents registered against title to the Lands respectively under numbers CB1141422 and CB1141423 (as to PID:004-130-677 only) (collectively, the “**Sebastian Brothers Financial Charges**”), 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 **Sebastian Brothers Financial Charges** in the same manner and to the same effect as if Notice had been filed before the **Sebastian Brothers Financial Charges**.

9.0 **DISCHARGE.** The parties agree that in the event that the rezoning bylaw currently being applied for regarding the Lands is not approved then this Housing Agreement will be released from the title to the Lands.

10.0 GENERAL PROVISIONS

10.1 **NOTICE.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval, or request to a representative of the party for whom it is intended, either by personal delivery, or by mailing such notice, approval, or request by prepaid registered mail from any post office in

British Columbia:

(a) in the case of the Transferor, addressed to it at:

Hovey Road Holdings Inc.
398 Harbour Rd, Unit #200
Victoria, BC V9A 0B7

(b) and in the case of the Transferee, addressed to it at:

THE DISTRICT OF CENTRAL SAANICH
1903 Mount Newton Cross Road
Saanichton, British Columbia V8M 2A9

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

10.2 **TIME.** Time is of the essence of this Agreement.

10.3 **BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

10.4 **WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

10.5 **HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

10.6 **LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders

and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

- 10.7 **LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 10.8 **EQUITABLE REMEDIES.** 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.
- 10.9 **CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 10.10 **ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 10.11 **FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 10.12 **AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the District and thereafter if it is signed by the District and the Owner.
- 10.13 **LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 10.14 **NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement will:
- (a) limit, impair, fetter or derogate from the statutory powers of the District all of which powers may be exercised by the District from time to time and at any time to the fullest extent that the District is enabled and no permissive bylaw enacted by the District, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the District will estop, limit or impair the District from relying upon and enforcing this Agreement; or
 - (b) relieve the Owner from complying with any enactment, including the District's bylaws, or any obligation of the Owner under any other agreement with the

District.

- 10.15 **SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 10.16 **JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 10.17 **COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart will be deemed to be an original. All counterparts will be construed together and will constitute one and the same Agreement.

Mayor

Director, Corporate Services)

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)

By its authorized signatories:)

)

_____))

Print Name)

)

_____))

Signature)

SCHEDULE A – SUBDIVISION PLAN