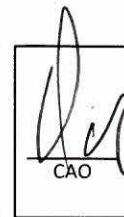
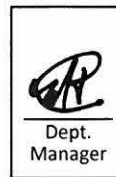


AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov. 15, 2021</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 27, 2021  
Case: PLN2020-00002  
File: 08.3060.20/002.20

**AUTHOR:** Emel Nordin, Development Planner

**SUBJECT:** Bylaws 8526, 8527, 8528, 8529: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a six-storey rental building at 1565-1589 Rupert Street

### RECOMMENDATION

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8526, 2021 (Amendment 45)" is given FIRST Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1413 (Bylaw 8527)" is given FIRST Reading;

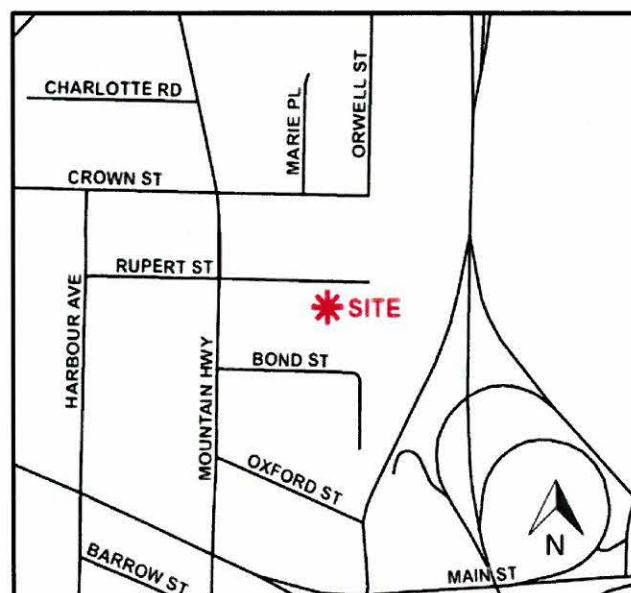
AND THAT "Housing Agreement Bylaw (Rental Only) 8528, 2021" is given FIRST Reading;

AND THAT "Rupert Street Development Cost Charges Waiver Bylaw 8529, 2021" is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the *Local Government Act*, additional consultation is not required beyond that already undertaken with respect to Bylaw 8526;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8526 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8526 and Bylaw 8527 are referred to a Public Hearing.



## REASON FOR REPORT

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8526 to amend the Official Community Plan (OCP) for the subject properties (**Attachment 1**);
- Bylaw 8527 to rezone the subject properties (**Attachment 2**);
- Bylaw 8528 to authorize a housing agreement to secure market rental units and non-market rental units in perpetuity (**Attachment 3**);
- Bylaw 8529 to waive Development Cost Charges for non-market rental units (**Attachment 4**); and,
- Issuance of development permits.

The OCP Amendment Bylaw, Rezoning Bylaw, Housing Agreement Bylaw, and Development Cost Charges Waiver Bylaw are recommended for introduction and the OCP Amendment Bylaw and Rezoning Bylaw are recommended for referral to a Public Hearing. A Development Permit would be forwarded to Council for consideration if the rezoning proceeds.

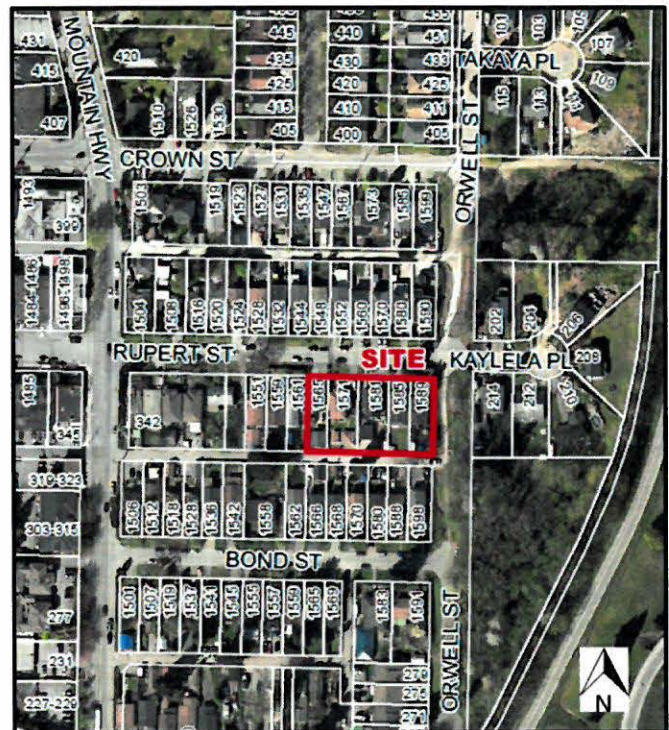
## SUMMARY

Reza Salehi of Salehi Architect Inc. has applied on behalf of the owner 1152846 B.C. Ltd. to redevelop five existing single-family residential lots in the Lynn Creek Town Centre as a 6-storey 95-unit rental housing development.

The proposal includes 19 non-market rental units and 76 market rental units, all secured in perpetuity. See **Attachment 5** for the project drawing package.

## SITE AND SURROUNDING AREA

The development site is approximately 2,292 m<sup>2</sup> (24,670 sq. ft.) in size and is comprised of five single-family residential lots.





The site is located at the southwest corner of Rupert Street and Orwell Street, east of Mountain Highway. Properties surrounding the site include single-family homes to the north, south and west (all designated for future multi-family development) with Squamish Nation land on the east side of Orwell Street.

A development permit application is currently under review for a 26-unit townhouse development at 342 Mountain Highway, located at the intersection of Rupert Street with Mountain Highway.



**Site and Surrounding Area**

The future “Green Spine” linear park and pedestrian/cycling connection identified in the Lower Lynn Implementation Plan (Lynn Creek Plan) is located to the immediate west of the site and this development proposes to contribute land toward this future park (see Site and Surrounding Area map). The Lynn Creek Plan also anticipates a new neighbourhood park on the north side of Bond Street, southwest of the site.

## **EXISTING POLICY**

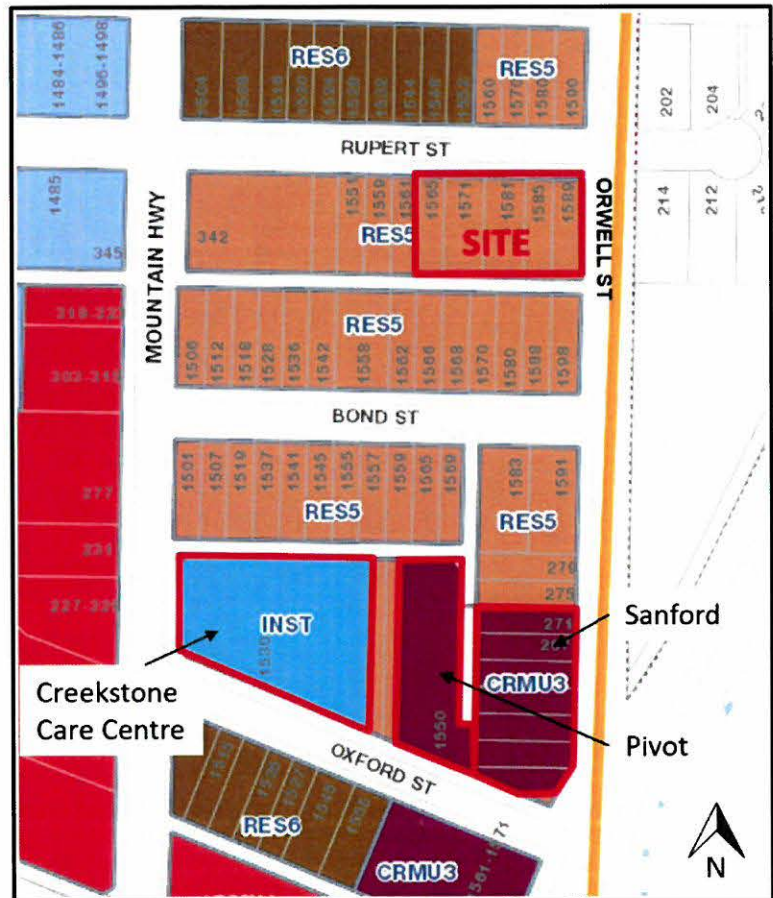
### Official Community Plan

The Official Community Plan (OCP) designates the site as “Residential Level 5: Low Density Apartment” (RES5) which envisions low density apartments at up to approximately 1.75 FSR.

At approximately 2.88 FSR, the proposal does not comply with the land use designation and an amendment to the OCP is required to accommodate the proposal. Bylaw 8526 (**Attachment 1**) proposes to change the designation of the site to “Commercial Residential Mixed-use Level 3” (CRMU3) which permits a density up to approximately 3.5 FSR. This designation will accommodate the residential use as proposed.



For reference, the “Creekstone Care Centre” seniors’ care facility to the south-west at the corner of Oxford Street and Mountain Highway was approved by Council in January 2018 with a density of approximately 3.1 FSR and height of seven storeys. “Pivot” an 88-unit market rental apartment development to the south of the site on Oxford Street was approved by Council in September 2018 with a density of approximately 3.09 FSR and six-storeys in height. The “Sanford” 90-unit non-market rental building to the south of the site at the corner of Orwell Street and Oxford Street was approved by Council in January 2021 with a density of approximately 2.65 FSR and height of six storeys. OCP amendments were approved to accommodate each of these three developments.



**OCP Designation Map**

Staff are generally supportive of the proposed OCP amendment as the project delivers on the District goal of increasing the availability of rental and below market housing.

The proposal is consistent with the following policies of the District’s OCP:

- Policy 5.2.4 “Encourage pedestrian-friendly features, public realm improvements, and accessibility for people of all abilities in the design of major developments”
- Policy 7.2.3 “Encourage the retention of existing and the development of new, rental units through development, zoning, and other incentives”
- Policy 7.3.1 “Reflect District housing priorities through an appropriate mix, type and size of affordable housing”
- Policy 7.3.3 “Apply incentives (including, but not limited to density bonusing, pre-zoning and reduced parking requirements) as appropriate, to encourage the development of affordable housing”



Targeted Official Community Plan Review Action Plan

The project has been reviewed against the Targeted Official Community Plan Review Action Plan (Action Plan) and addresses the following "Priority Actions":

**Priority Action #1:** *Achieve Town and Village Centres that deliver low-carbon, compact, and diverse housing, transportation choices, and supportive public amenities and employment space.*

The project contributes to this action by providing rental units with a mix of market and non-market rental rates within the heart of Lynn Creek Town Centre in a low carbon form that is well-served by public transit.

**Priority Action #3:** *Prioritize rental, social, and supportive housing projects to increase the range of housing options.*

The project proposes that 100% of the residential units are rental in tenure (20% non-market rental units and 80% market rental units).

**Priority Action #5:** *Increase housing diversity to support a range of incomes, household types, and accessibility needs within and close to Town and Village Centres.*

The project is located in Lynn Creek Town Centre and includes a mix of one, two and three-bedroom rental units including 19 non-market units with rents that will be affordable to "Low-to-Moderate Income Households". All rental units will meet either "Basic" or "Enhanced" levels of accessibility.

**Priority Action #6:** *Create a continuous and connected network of walking and cycling routes to encourage more people of all ages and abilities to walk and cycle.*

The project will provide a five metre dedication toward the future "Green Spine" north-south linear park along the west side of the site which will be an important pedestrian and cycling connecting feature within the Lynn Creek Town Centre. In addition, the project includes sidewalk and road improvements along the Rupert Street and Orwell Street frontages.

**Priority Action #8:** *Reduce greenhouse gas emissions from buildings, transportation, and waste to address the climate emergency.*

The project is targeting Step 3 of the BC Energy Step Code with a low carbon energy system and a fossil fuel-free mechanical system.

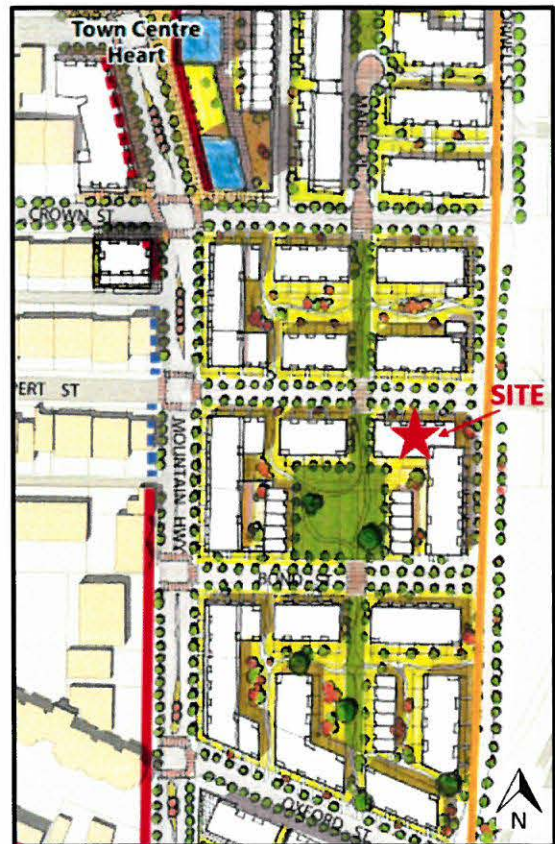
**Social Equity Considerations:** *Include social equity considerations in District decision-making to strive for a more inclusive and equitable community*

The project is providing affordable rental housing for low-to-moderate income families and households within a Town Centre; accessible dwelling units which could accommodate seniors and persons with disabilities; safe mobility options for persons of all ages and abilities; and access to public parks and open space.

Lower Lynn Town Centre Implementation Plan (Lynn Creek Plan)

The project has been reviewed against the Lower Lynn Town Centre Implementation Plan (Lynn Creek Plan) and the Lynn Creek Public Realm Guidelines. The project achieves the public realm objectives and provides a five metre dedication towards the future “Green Spine” north-south linear park on the west side of the site which will be an important connecting feature within the Lynn Creek Town Centre.

The proposed six-storey building height is consistent with the Lynn Creek Plan which anticipates multi-family residential development in the form of low to midrise apartments on this site at a height of approximately five to eight storeys. While the proposed density of 2.88 FSR is greater than the 1.75 FSR envisioned in the Lynn Creek Plan, the proposal is generally consistent with the form of housing anticipated for this site and with the density and height of surrounding development.



**Lynn Creek Town Centre Map**

Rental and Affordable Housing Strategy

The proposal has been reviewed against the District's “Rental and Affordable Housing Strategy” as noted in the summary below:

- Goal 1: Expand the supply and diversity of housing
  - The project includes a mix of tenures (market and non-market rental) and unit sizes (one-bedroom to three-bedroom layouts).
- Goal 2: Expand the supply of new rental and affordable housing
  - The project provides 95 rental units including 19 non-market rental units with rents that will be affordable to “Low-to-Moderate Income Households”



- Goal 5: Minimizing Impacts to Tenants
  - The site is comprised of five single-family homes with six units (includes one basement suite), all of which are currently rented. All six tenants currently have month-to-month contracts and have been informed of the development proposal for the site. A tenant communications plan is in place and a tenant assistance package is proposed (see Tenant Relocation Assistance section on Page 16 of this report for further details).
- Goal 6: Partner with other agencies to help deliver affordable housing
  - The applicant proposes to partner with a non-profit housing society to operate the non-market rental units, as secured in the Housing Agreement.

### Council Directions, 2019-2022

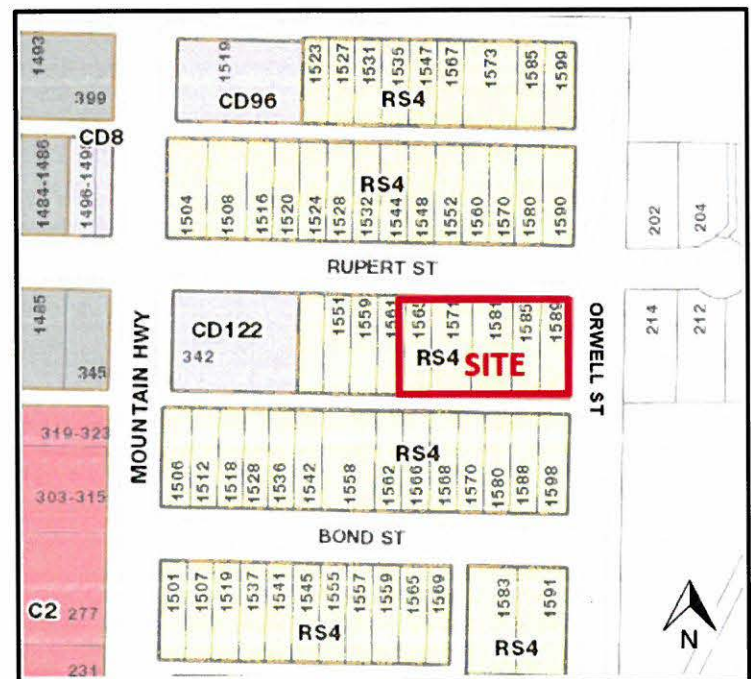
The proposal responds to the following Council Priority Direction to 2022:

- Key Issue 2: Increasing Housing Diversity and Addressing Affordability
  - Projects that deliver rental housing for low and moderate income earners have been identified as a priority.

### Zoning

The subject properties are currently zoned Single Family Residential 6000 Zone (RS4) which allows for a maximum density of 0.45 FSR.

Rezoning is required to accommodate the project and Bylaw 8527 (**Attachment 2**) proposes to create a new Comprehensive Development Zone 138 (CD138) tailored specifically to this project. The proposed CD138 zone prescribes permitted uses and zoning provisions such as a maximum density of 2.88 FSR, height, setbacks, and parking requirements.



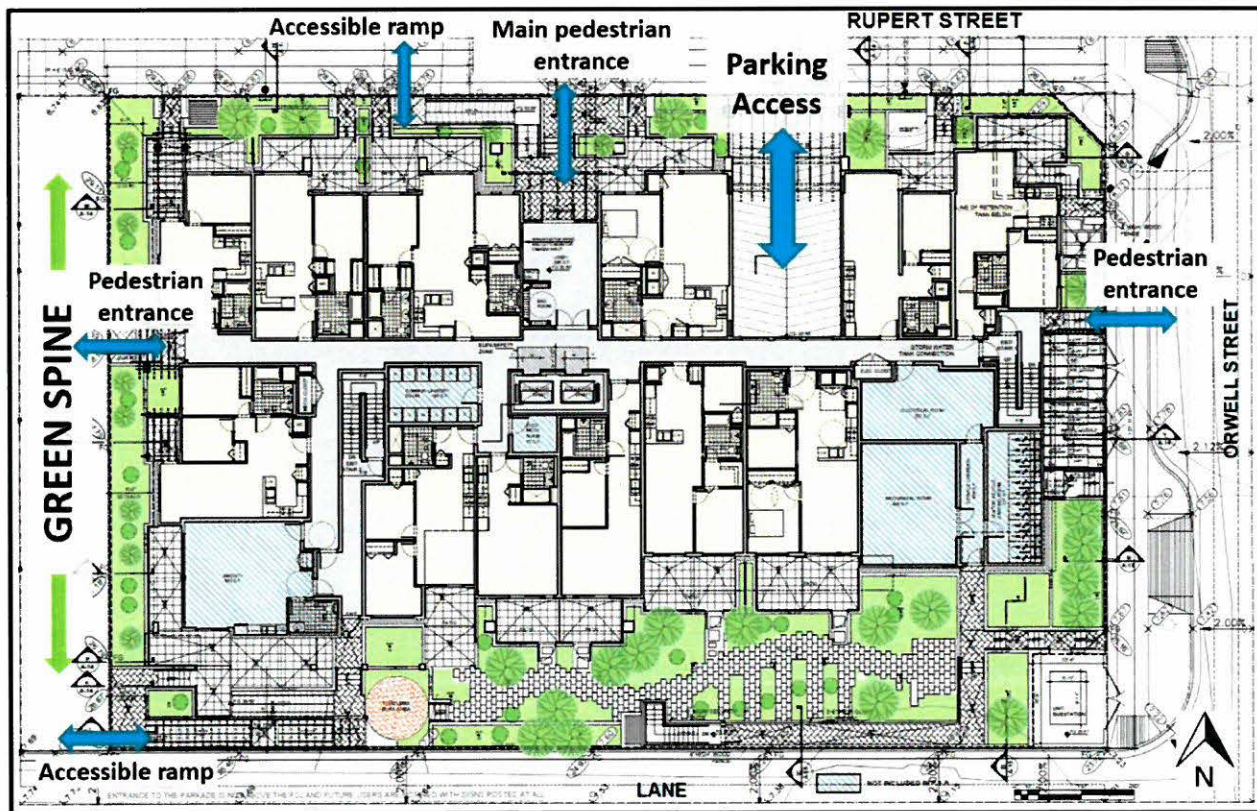


## **ANALYSIS:**

### Site Plan and Project Description

The project consists of a 95-unit six-storey wood frame rental building over two levels of underground parking. The gross floor area is approximately 6,602 m<sup>2</sup> (71,063 sq. ft.) with a density of 2.88 FSR.

As shown on the site plan below, the main pedestrian entrance to the building will be located on the Rupert Street (north) frontage and will include an accessible ramp. Access to the underground parking garage is also from Rupert Street. There are additional pedestrian entrances from the east and west sides of the property with an accessible ramp from the future "Green Spine" at the southwest corner.



**Site Plan**

### Unit Mix

The proposed rental units are a mix of studios, one, two, and three-bedroom layouts ranging in size from approximately 38.7 m<sup>2</sup> (417 sq. ft.) to 90.5 m<sup>2</sup> (1,060 sq. ft.). Overall, approximately 41% of the units are two and three-bedroom layouts and considered suitable for families. For reference, approximately 36% of the non-market rental units are considered suitable for families.



The unit mix is outlined in the table below and will be secured in the Development Covenant:

	<b>Studio</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>Total</b>
Market Rental	21	23	31	1	76
Non-Market Rental	-	12	6	1	19
Total:	21	35	37	2	95

### Housing Affordability

As outlined above, the 19 non-market rental units are comprised of 12 one-bedroom units, six two-bedroom units, and one three-bedroom unit. The applicant is targeting rents for the non-market units which are affordable to "Low-to-Moderate Income Households" (households with 2020 before-tax incomes ranging from \$30,001 to \$85,170). The Metro Vancouver median rents (2020), District of North Vancouver median rents (2020), and proposed non-market unit rents (2021 rates) are shown in the table below for reference.

<b>Unit Type</b>	<b>Number of Units</b>	<b>Metro Vancouver Median Rents from CMHC (2020)</b>	<b>Proposed Rent (% Below or Above Metro Median)</b>	<b>DNV Median Rents from CMHC (2020)</b>	<b>Proposed Rent (% Below or Above DNV Median)</b>
1 bed	12	\$1,390	\$1,280 (-7.9%)	\$1,600	\$1,280 (-20%)
2 bed	6	\$1,650	\$1,662 (+0.7%)	\$2,080	\$1,662 (-20.1%)
3 bed	1	\$1,850	\$1,825 (-1.4%)	\$2,475	\$1,825 (-26.3%)

Rents for the non-market one-bedroom units are proposed to be at 7.9% below the Metro Vancouver median rents, while the rents for the non-market two-bedroom units are 0.7% above the Metro Vancouver median, and rents for three-bedroom units are 1.4% below the Metro Vancouver median rents. All rents would be affordable for "Low-to-Moderate Income Households" with before-tax incomes ranging from \$30,001 to \$85,170.

The rental tenure for all units, as well as the rents for the non-market units, will be secured through Housing Agreement Bylaw 8529 (**Attachment 3**) should the project advance. In order to maintain affordability of the units, the Housing Agreement secures the maximum annual allowable adjustment of the non-market rental rates. The agreement also secures that vehicle parking and bicycle storage for the non-market rental units cannot exceed the amounts charged for the market rental units.

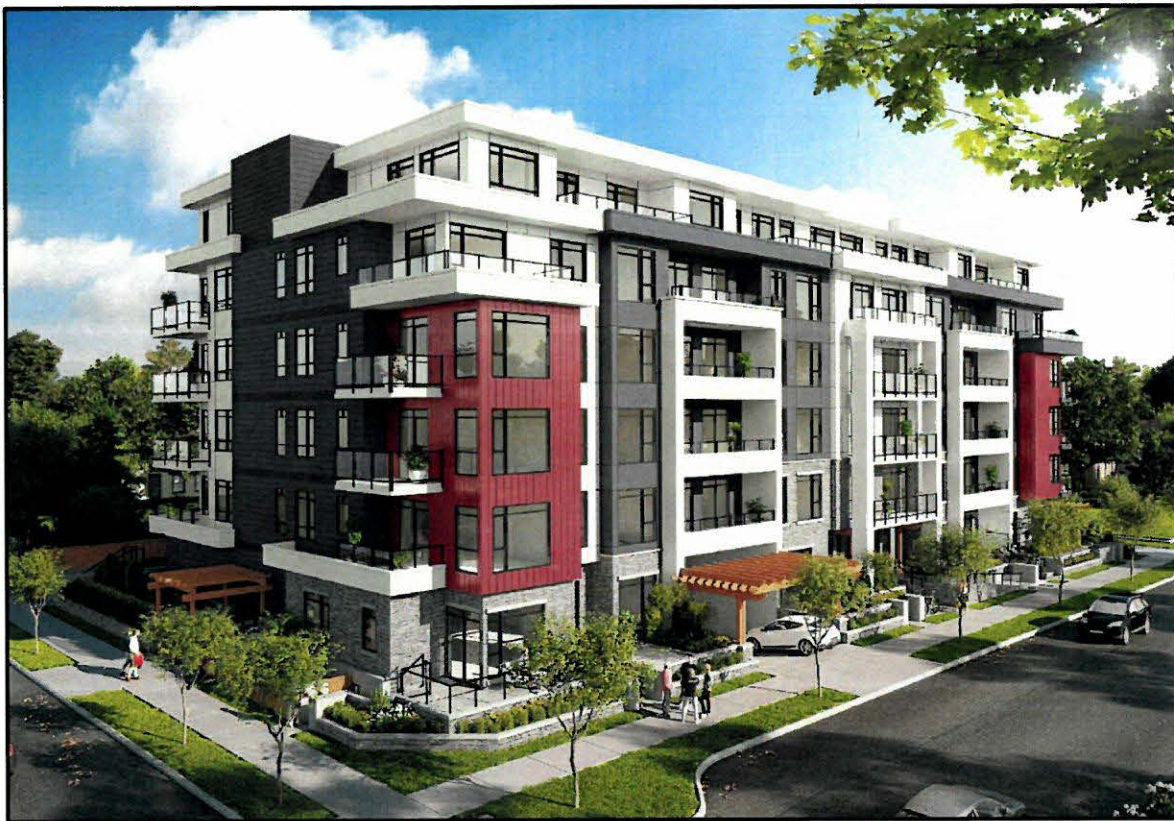
### Development Permits

The site is currently in the following Development Permit Areas:

- a) Form and Character for Multi-Family Residential Buildings
- b) Energy and Water Conservation and GHG Emission Reduction
- c) Protection of Development from Hazardous Conditions (Creek Hazard)

#### a) Form and Character of Multi-Family Residential Buildings

The proposal is consistent with the OCP Design Guidelines for Multi-Family Housing as well as the Lower Lynn Town Centre Implementation Plan (Lynn Creek), and the Lynn Creek Public Realm Guidelines.



**View from northeast corner - Rupert Street and Orwell Street**

### Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on February 13, 2020 and the Panel recommended approval of the project subject to resolution of the Panel comments. The applicant has addressed the Panel's comments as follows:



- The 5<sup>th</sup> and 6<sup>th</sup> storeys on the north and west elevations have been revised to soften the building massing
- The centre of the north façade has been revised to create a more defined main entrance
- Seating in the outdoor amenity area has been modified to improve accessibility
- Additional planting has been provided to screen private patio spaces



**View from northwest corner - Rupert Street**

**b) Energy and Water Conservation and GHG Emission Reduction**

The proposal as designed is consistent with the OCP Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction. In addition, the applicant has considered the District's Community Energy and Emissions Plan (CEEP) and Council's declaration of a Climate Emergency.

The project's energy strategy consists of the following components:

- A "fossil fuel-free" mechanical design incorporating electric baseboard heating
- Domestic hot water provided via a central electrical heat pump system and storage tanks
- Electric cooking appliances

- A high performance building envelope (roof, walls, windows)
- Energy efficient lighting

The project is targeting Step 3 of the BC Energy Step Code with a low carbon energy system, in accordance with the minimum Construction Bylaw requirement for a “Step 3 project with a Low Carbon Energy System”.

Other “green building” project elements intended to assist in energy and resource conservation are noted below:

- “Energy Star” appliances
- Low flow and low flush plumbing fixtures
- Rainwater detention facilities
- Reuse of storm water for irrigation and car washing
- Drought-tolerant landscape selections to reduce outdoor water usage
- Automated control systems for irrigation
- Incorporation of solar-ready technology into the roof design
- Building materials which have low, or no-VOC off-gassing potential will be selected in line with LEED guidelines
- Transportation Demand Management Strategies to reduce reliance on vehicles
- Roadway improvements including new pedestrian and bicycle infrastructure

c) Protection of Development from Hazardous Conditions (Creek Hazard)

The proposed design reflects the OCP Guidelines for Protection of Development from Hazardous Conditions (Creek Hazard). A flood hazard assessment report prepared by Northwest Hydraulic Consultants was submitted with the application and the building is designed in accordance with the recommendations of that report.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines for all three development permit areas, will be provided for Council's consideration should the application proceed through the rezoning process.

Accessibility

The proposal fulfils the requirements of the District's Accessible Design Policy for Multifamily Housing as 100% of the apartment units (95) meet the meet the 'Basic Accessible Design' criteria and 5.3% of the apartment units (5) meet the 'Enhanced Accessible Design' criteria. The project includes accessible paths of travel, main entrances and unit entries with minimum 34" clear openings, bathrooms with accessible design features such as clearance for wheelchairs, adjustable height showers and wall



reinforcement to support installation of grab bars, as well as kitchens with sufficient turning radius.

#### Vehicle Parking

All parking is proposed in a two-level underground parking garage with access proposed through a driveway ramp from Rupert Street at the northeast side of the site.

Part 10 of the Zoning Bylaw would require a total of 97 parking stalls for residential uses (including visitor stalls). This proposal has undertaken a parking needs assessment in conjunction with the District's "Alternative Vehicle Parking Rates Policy".

The District's "Alternative Vehicle Parking Rates" Policy was approved in November 2020 and includes base parking rates based on unit mix with opportunities for parking reductions based on location if the proposal includes Transportation Demand Management (TDM) features. The proposal complies with the policy and results in a total of 69 parking spaces for a rate of 0.73 spaces per unit. The parking proposed is broken down as follows:

<b>Resident Parking</b>	<b>Stalls per Unit</b>	<b>Total Stalls</b>
Market Rental Units	0.66	50
Non-Market Rental Units	0.47	9
Visitor	0.10	10
<b>Total Parking</b>	<b>0.73</b>	<b>69</b>

Proposed universal parking for the project will comply with the District's Accessible Design Policy for Multi-Family Housing and the Zoning Bylaw. A total of six universal parking spaces are proposed.

The proposed TDM features include pedestrian improvements on Rupert Street and Orwell Street, multi-modal wayfinding signage, measures to encourage use of sustainable transportation modes, a bicycle parking and repair room, unbundled parking, and a reduced parking supply.

The District OCP includes as Section 5.1 (8) the statement that reductions for parking requirements should be considered for new developments in centres well served by transit as ways to encourage alternate modes of transportation and to increase housing affordability.

The applicant has submitted a Transportation Impact Assessment prepared by Bunt and Associates that supports the proposed parking rate and notes that the site is well-served by transit and within walking distance to Phibbs Transit exchange.

The applicant has proposed to provide energized outlets capable of supporting "Level 2" charging for all of the residential parking spaces, which exceeds the District's policy requirements for electric vehicle charging.

Staff are supportive of the proposed parking rate as the site is well-served by transit, is adjacent to the heart of the Town Centre, and the overall plan for the Lynn Creek Town Centre includes numerous long-term transportation improvements for pedestrians and cyclists.

#### Bicycle Parking and Storage

The District's "Bicycle Parking and End-of-Trip Facilities Policy" includes the following rates for bicycle parking:

- A minimum of 1.5 spaces for a studio or one-bedroom unit
- A minimum of 2 spaces for a two or more bedroom unit

Application of the Policy would result in the following bicycle parking provision in the project:

- 162 "Class 1" long-term bicycle storage spaces for residents; and
- 12 "Class 2" short-term storage spaces for residential visitors.

The applicant is proposing to provide bicycle parking at a rate of approximately 1.7 "Class 1" long-term secure bicycle storage spaces per residential dwelling unit and 0.12 "Class 2" short-term bicycle storage spaces per residential dwelling unit for a total of 174 spaces as shown in the table below. The proposed bicycle parking rate is compliant with the bicycle parking policy requirement. All secure residential bicycle storage will include access to "Level 1" electric bicycle charging in accordance with the Bicycle Parking and End-of-Trip Facilities Policy.

	<b>Class 1 (Long Term) – Secure Bicycle Storage</b>	<b>Class 2 (Short Term) – Bicycle Storage</b>	<b>Total</b>
Residential	162	12	<b>174</b>

A bicycle repair room is proposed in the underground parking garage. Bicycle repair rooms typically include a work bench, repair tools, and tire pumps to allow residents to maintain their bicycle and help encourage continued bicycle use.

The requirements for the bicycle parking spaces are secured in the proposed CD138 zone. Overall, the bicycle parking proposed, along with the proximity to transit service, will help to support alternate transportation options for residents and visitors to the project.



In conjunction with the pedestrian and cycling infrastructure improvements proposed, the bicycle parking and bike repair room proposed should help to reduce reliance on private vehicle use for residents and visitors to the project.

#### Off-site improvements

The application includes a number of off-site improvements:

- Improved street frontages with street tree plantings and streetlight upgrades, including sidewalks, pedestrian lighting, curb, gutter, and paving improvements along Rupert Street and Orwell Street;
- Storm sewer, water main and sanitary main upgrades; and,
- Completion of the portion of the future "Green Spine" along the west frontage of the project.

This project would provide the following land dedications:

- 4.5 m<sup>2</sup> (48 sq. ft.) corner cut at Rupert St and Orwell St for roadway
- 5 metre wide park dedication towards the future "Green Spine" along the western site frontage, a land area of approximately 185.9 m<sup>2</sup> (2,001 sq. ft.)

The estimated total value of off-site works (engineering and landscaping) is \$1,230,219. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

#### Development Cost Charges

The project would pay District Development Cost Charges (DCC's) at the applicable rate at the time of Building Permit submission should the rezoning, and Development Permit be approved. Current DCC's are estimated at approximately \$747,751 (2021 rates). Staff have prepared a Development Cost Charges Waiver Bylaw (**Attachment 4**) to establish a DCC rate at \$0 for the 19 non-market rental units, subject to securing the non-market units in Housing Agreement Bylaw 8528. Should the waiver be approved, the value of the waiver based on 2021 DCC rates would be approximately \$184,799.

#### Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for rezoning applications and includes a list of potential in-kind contributions that can be considered in lieu of a cash CAC including "Land for, or provision of, affordable, rental or special needs housing." The proposal includes 76 market rental units and 19 non-market rental units that are secured in perpetuity and will represent the amenity for this project.

A third party consultant has reviewed the project's pro forma and notes the following as the main reasons why there is no increase in land value with the proposed rezoning and therefore no cash contribution in addition to the in-kind CAC:

- Rental development supports much lower rezoned land value than strata apartment development because the value of a completed rental building (per square foot) is lower than the value of a strata building, but the costs to create a rental building are similar to the costs to create a strata building.
- The inclusion of the below market rental units as compared to a 100% market rental project has significantly reduced the potential land value. This more than offsets any increase in land value created by the increase in permitted density.

The rental units are secured by Bylaw 8528 in perpetuity and the CD138 Zone does not include a cash amenity.

While the project does not include a cash CAC contribution, the applicant is working with the District's Public Art Officer to explore opportunities for on-site public art.

#### Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing five or more dwelling units occupied by renters at the time of submission of a Detailed Planning Application. There are five existing single-family homes on the subject site one of which includes a basement suite. The six existing units range from one to five-bedroom layouts.

All of the units were (and continue to be) renter-occupied at the time of submission of the Detailed Planning Application. While two tenants initially signed a fixed-term contract, all tenants currently have month-to-month contracts. The property manager for the units has been in communication with tenants throughout the planning application process and tenants will continue to be kept informed regarding the redevelopment status of the properties.

The applicant has indicated that they will be providing a tenant relocation assistance package to current tenants. In accordance with Residential Tenancy Branch requirements, they will be providing the following:

- Notice served at least four months before the end of tenancy. If time permits, additional notice will be given.
- Last month rent free as required by the Residential Tenancy Branch.

In accordance with the District's Tenant Relocation Assistance Policy, and exceeding



the minimum requirements of the Residential Tenancy Branch, the applicant proposes to also provide the following:

- A residency bonus in the form of \$35 per month for each month the tenant has resided in the rental unit
- Option for current tenants to rent in the new rental building for either market units or non-market units provided they meet the tenant eligibility criteria
- Assistance with moving expenses in the form of a flat rate payment of \$1,000 for 1-bedroom units, \$1,250 for 2-bedroom units, and \$1,500 for 3-bedroom or larger units
- A Tenant Relocation Coordinator to assist in the relocation process.

### Landscaping

A conceptual landscape plan (shown below) has been submitted with the rezoning application.



**Conceptual Landscape Plan**

To the west, the site will front the future “Green Spine”, a linear park envisioned in the Lynn Creek Plan to provide a north-south pedestrian and cycling connection through the Lynn Creek Town Centre. The project will be dedicating five metres of the west portion of the site towards the “Green Spine”.

An approximately 243.5 m<sup>2</sup> (2,621 sq. ft.) shared outdoor amenity area in the rear (south) of the property is proposed to include a variety of landscaped areas with planters; paved pathways; a children’s play area; seating; and a patio with harvest table adjacent to the indoor amenity space. Two accessible ramps are provided on-site – one from the outdoor amenity area to the “Green Spine” and one from Rupert Street to the main building entrance.

Perimeter planting is proposed to screen the parking entrance and unit entries and to provide a landscaped edge between the building, public realm, and adjacent sites. A two metre (6.6 ft) planted setback is also provided along the western property line adjacent to the future “Green Spine” and will be secured in a development covenant

Should the rezoning proposal proceed, a more detailed review of the landscape plan will be included in the development permit report.

#### Financial Impacts:

The project will contribute the following housing amenities, off-site works, land, and DCC’s:

- 19 non-market rental units
- 76 market rental units
- Off-site works currently estimated at approximately \$1,230,219
- Land dedications totalling approximately 190 m<sup>2</sup> (2,045 sq. ft.)
- DCC’s on 76 market rental units estimated at \$562,772

The District’s housing reserve fund will support the waived DCC’s on the non-market residential units (estimated at \$184,799 based on 2021 DCC rates).

#### Concurrence:

The project has been reviewed by staff from the Environment, Building and Permits, Legal, Finance, Parks, Engineering, Real Estate and Properties, Community Planning, Urban Design, Transportation, the Fire Department, and the Arts Office.

The District of North Vancouver Rezoning Bylaw 8527 affects land lying within 800m of a controlled access intersection and therefore approval by the Provincial Ministry of Transportation and Infrastructure will be required after third reading of the bylaw and prior to bylaw adoption.

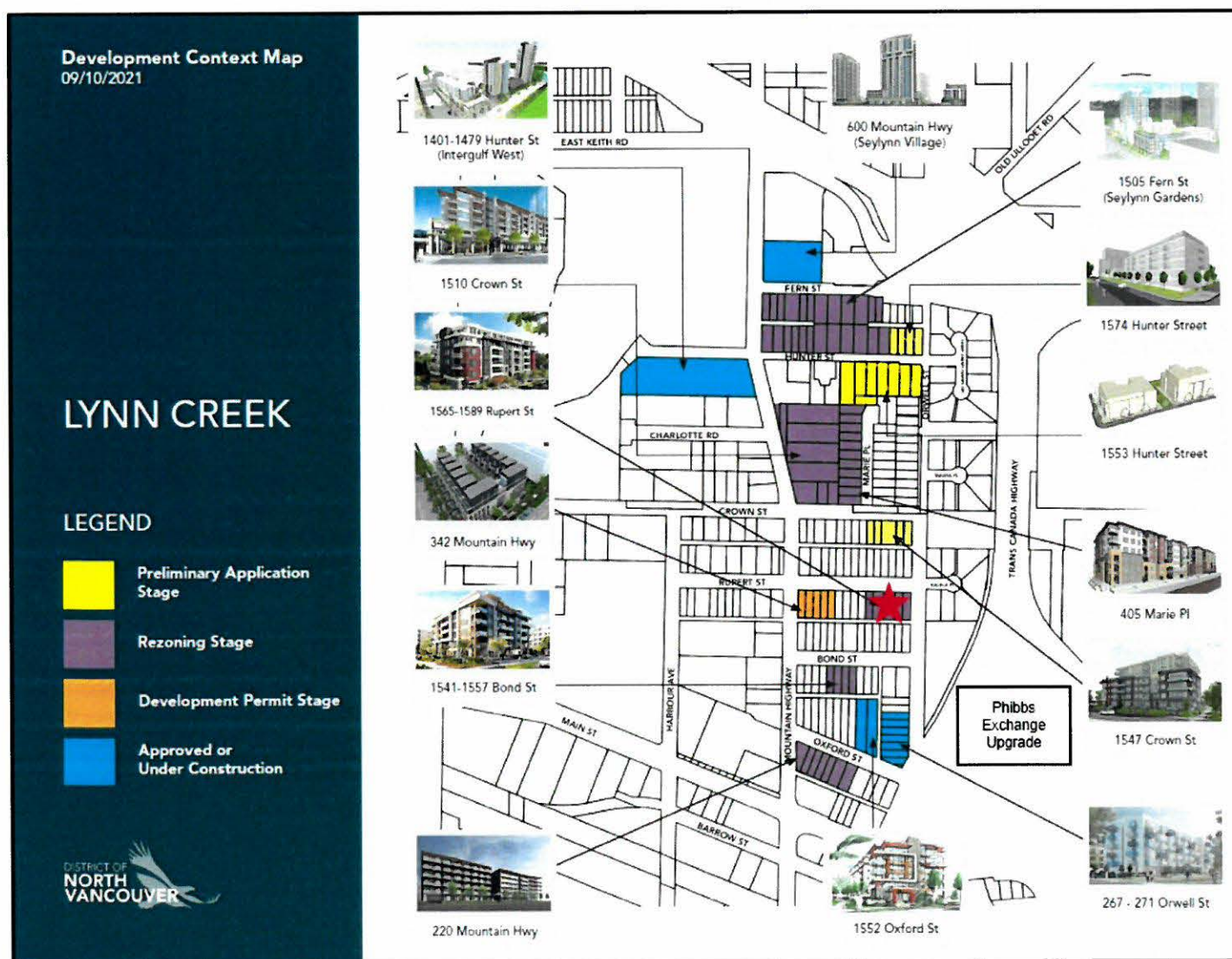


School District 44 was provided a copy of the application materials and asked to confirm that students expected to reside in the development can be accommodated. No response has been received by the School District, however staff note that the School District reviewed school capacity issues as part of the work toward the District's OCP.

The Squamish Nation was provided a copy of the application materials and asked to confirm if there was any input on the development proposal. As of the date of this report, no response has been received from the Squamish Nation regarding the development proposal.

#### Construction Traffic Management Plan:

The site is shown in the image below in relation to other residential construction projects and potential development projects in Lynn Creek Town Centre.



In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit.

In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

#### Public Input

The applicant held a virtual Public Information Meeting (PIM) for a two-week period from November 24, 2020 to December 8, 2020. Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. Three signs were placed on the property and one on the corner of Mountain Highway and Rupert Street to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District's website.

There were 21 visitors to the virtual PIM web page. No questions or comments were received regarding the project. A summary report for this meeting is attached for reference (**Attachment 6**).

#### Implementation

Implementation of this project requires an OCP amendment, rezoning of the properties, approval of a Housing Agreement Bylaw and a Development Cost Charges Waiver Bylaw, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8526 (**Attachment 1**) amends the OCP designation for the subject properties from "Residential Level 5: Low Density Apartment" (RES5) to "Commercial Residential Mixed Use Level 3" (CRMU3).



Bylaw 8526 also amends the OCP designation for the western 5m of the site from "Residential Level 5: Low Density Apartment" (RES5) to "Parks, Open Space, and Natural Areas" (POSNA).

Bylaw 8527 (**Attachment 2**) rezones the subject site from RS4 to a new Comprehensive Development Zone 138 (CD138) which:

- establishes the permitted residential uses;
- requires the rental housing agreement to achieve the proposed density;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8527 also rezones the western 5m of the site as Neighbourhood Park (NP) for the "Green Spine" linear park.

Bylaw 8528, (**Attachment 3**) authorizes the District to enter a housing agreement to secure the market rental units and affordable rental units in perpetuity.

Bylaw 8529 (**Attachment 4**) authorizes the District to reduce the DCCs for the 19 non-market rental units to 'zero'.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing. Additional legal documents required for the project will include:

- subdivision plan showing road dedications
- transfer of five metres of the west portion of the site to the District for the "Green Spine" linear park
- development covenant to reference the general form and layout of project as well as requirements for off-site servicing
- stormwater management covenant; and,
- registration of housing agreement to secure rental units and the 19 affordable rental units which are to be operated by a non-profit society in perpetuity.

## **CONCLUSION:**

This project assists in implementation of the District's Official Community Plan and OCP Action Plan objectives and the Lower Lynn Town Centre Implementation Plan (Lynn Creek) including contributing a portion of the "Green Spine" linear park. The project also advances new rental and non-market rental housing in compliance with the District's "Rental and Affordable Housing Strategy" and Council's priority direction regarding

rental housing and in consideration of both climate and social equity lenses. The proposal is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Give Bylaws 8526, 8527, 8528 and 8529 First Reading and refer Bylaws 8526 and 8527 to a Public Hearing (staff recommendation); or,
2. Refer the project back to staff for further consideration; or,
3. Defeat the bylaws at First Reading.

Respectfully submitted,



Emel Nordin  
Development Planner

**Attachments:**

1. Bylaw 8526 – OCP Amendment
2. Bylaw 8527 – Rezoning
3. Bylaw 8528 – Housing Agreement
4. Bylaw 8529 – Development Cost Charges Waiver Bylaw
5. Architectural and Landscape Plans
6. Summary Report - November 24, 2020 to December 8, 2020 Public Information Meeting



**SUBJECT: Bylaws 8526, 8527, 8528, 8529 for a six-storey rental building at 1565-1589 Rupert Street**

October 27, 2021

Page 23

REVIEWED WITH:		
<input type="checkbox"/> Community Planning _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Planning _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Development Engineering _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> NVRC _____
<input type="checkbox"/> Parks _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Environment _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Facilities _____	<input type="checkbox"/> Real Estate _____	
<input type="checkbox"/> Human Resources _____	<input type="checkbox"/> Bylaw Services _____	
<input type="checkbox"/> Review and Compliance _____	<input checked="" type="checkbox"/> Planning _____	

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**The Corporation of the District of North Vancouver**

**Bylaw 8526**

A bylaw to amend District of North Vancouver  
Official Community Plan Bylaw 7900, 2011

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The Council for The Corporation of the District of North Vancouver enacts as follows:

**Citation**

1. This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8526, 2021 (Amendment 45)".

**Amendments**

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
  - a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 5: Low Density Apartment" (RES5) to "Commercial Residential Mixed-Use Level 3" (CRMU3) and "Parks, Open Space, and Natural Areas" (POSNA).

**READ** a first time

**PUBLIC HEARING**

**READ** a second time by a majority of all Council members

**READ** a third time by a majority of all Council members

**ADOPTED** by a majority of all Council members

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Mayor

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Municipal Clerk

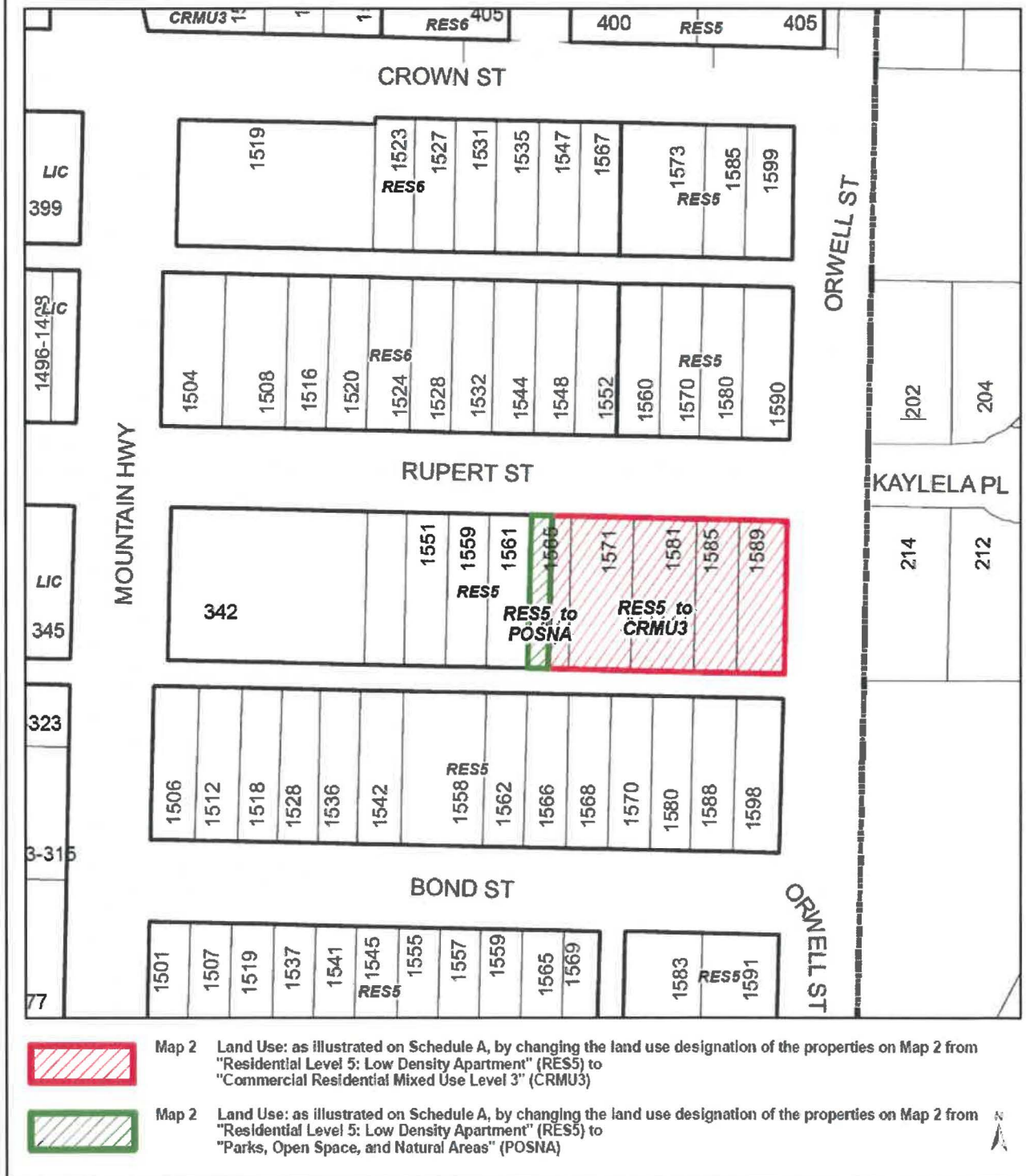
Certified a true copy

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Municipal Clerk

# Schedule A to Bylaw 8526

## District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8526, 2021 (Amendment 45)





**The Corporation of the District of North Vancouver****Bylaw 8527**

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

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The Council for The Corporation of the District of North Vancouver enacts as follows:

**Citation**

1. This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1413 (Bylaw 8527)".

**Amendments**

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
  - (a) Part 2A, Definitions is amended by adding CD 138 to the list of zones that Part 2A applies to.
  - (b) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 138 CD 138"
  - (c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**"4B138 Comprehensive Development Zone 138 CD 138"****The CD 138 zone is applied to:**

- i.) PID 004-423-305, Lot 10, Block 43, District Lot 204, Plan 1340;
- ii.) PID 005-089-701, Amended Lot 11 (see 204726L), Block 43, District Lot 204, Plan 1340;
- iii.) PID 007-046-405, Amended Lot 13 (see 204725-L), Block 43, District Lot 204, Plan 1340;
- iv.) PID 002-795-469, Lot 14, Block 43, District Lot 204, Plan 1340; and
- v.) PID 014-741-555; Lot 15, Block 43, District Lot 204, Plan 1340.

**4B 138 – 1 Intent:**

The purpose of the CD 138 Zone is to permit a rental residential apartment building.

#### **4B 138 – 2 Permitted Uses:**

The following *principal* uses shall be permitted:

a) Use Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 138 – 4 Conditions of use, are met:

*Residential Use.*

#### **4B 138 – 3 Conditions of Use:**

a) ***Residential:*** *Residential uses* are only permitted when the following conditions are met:

- i) Each residential unit has access to private or semi-private outdoor space; and
- ii) Balcony, patio and deck enclosures are not permitted.

#### **4B 138 – 4 Accessory Use:**

a) *Accessory Uses* customarily ancillary to the principal uses are permitted.

b) *Home occupations* are permitted in *residential* units.

#### **4B 138 – 5 Density:**

a) The maximum permitted density is limited to a *gross floor area* of 1,031.4 m<sup>2</sup> (11,102 sq. ft.) and 5 *residential* units.

b) For the purpose of calculating *gross floor area* the following are exempted:

- i.) Parking, storage, mechanical, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
- ii.) Indoor common amenity and laundry facility areas accessory to a residential use up to a maximum of 70 m<sup>2</sup> (753 sq. ft.);
- iii.) Mechanical and electrical rooms and associated access corridor(s) located above the flood construction level up to a maximum of 89 m<sup>2</sup> (958 sq. ft.);



- iv.) Above grade bicycle storage area(s) up to a maximum of 26 m<sup>2</sup> (280 sq. ft.); and,
  - v.) The floor area of balconies and covered patios.
- c) For the purposes of calculating floor space ratio the lot area is deemed to be 2,292.1 m<sup>2</sup> (24,672 sq. ft.) being the site size at the time of rezoning.

**4B 138 – 6 Amenities:**

- a) Despite Subsection 4B138 – 5, permitted density in the CD 138 Zone is increased to a maximum of 6,602 m<sup>2</sup> (71,063 sq. ft.) *gross floor area* and 95 *residential* units if the following condition is met:
- i) A Housing Agreement is entered into securing a minimum of 95 residential rental units of which a minimum of 19 residential rental units are secured to be operated as non-market rentals.

**4B 138 – 7 Setbacks:**

- a) Buildings shall be set back from the new property lines to the closest building face, excluding any underground or partially-exposed parking structure, in accordance with “Table 1” and as indicated in an approved Development Permit:

<b>Table 1</b>	
<b>Setback Location</b>	<b>Minimum Required Setback</b>
North (Rupert Street)	2.7 m (9 feet)
East (Orwell Street)	2.4 m (8 feet)
South	4.3 m (14 feet)
West	2.3 m (7.5 feet)

- b) Balconies, decks and patios are excluded from the setback requirement.

**4B138 – 8 Height:**

The maximum permitted height is as follows:

- a) Residential apartment building: height shall not exceed 22 m (72.2 ft).

**4B 138 – 9 Coverage**

- a) Building Coverage: The maximum building coverage is 70%.
- b) Site Coverage: The maximum site coverage is 75%.

#### **4B 138 – 10 Landscaping and Storm Water Management:**

- a) All land areas not occupied by buildings and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with minimum 90% opacity, is required to screen from view:
  - i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
  - ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

#### **4B 138 – 11 Flood Construction Requirements:**

- a) All construction must reflect requirements to address the flood hazard, in particular, all habitable floor space must be constructed above the established flood construction levels, and any basements or underground parking garages constructed must incorporate appropriate flood protection measures as determined by a professional engineer specializing in flood hazard assessment and as required by any restrictive covenant registered on the title of the property.

#### **4B 138 – 12 Parking, Loading and Service Regulations**

- a) Parking is required in accordance with "Table 2":

<b>Table 2</b>	
<b>Use</b>	<b>Minimum Parking Requirement</b>
<i>Residential</i> market rental units where the units are secured as rental in perpetuity	0.66 spaces / unit
<i>Residential</i> affordable rental units where the units are secured as affordable rental in perpetuity	0.47 spaces / unit
<i>Residential</i> visitor parking	0.10 spaces / unit

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.

c) Bicycle storage is required in accordance with “Table 3”:

<b>Table 3</b>		
<b>Use</b>	<b>Minimum Class 1 (Long Term) – Secure Bicycle Storage</b>	<b>Minimum Class 2 (Short Term) – Bicycle Storage</b>
<i>Residential</i>	1.7 spaces / unit	0.12 spaces / unit

d) Except as specifically provided in this section 4B 138 -12, Parking shall be provided in accordance with Part 10 of this Bylaw.”

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single Family Residential 6000 zone (RS 4) to Comprehensive Development Zone CD138 and Neighbourhood Park (NP).



**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1413 (Bylaw 8527)" as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

# Schedule A to Bylaw 8527, 2021



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# The Corporation of the District of North Vancouver

## Bylaw 8528

### A bylaw to enter into a Housing Agreement

The Council for The Corporation of the District of North Vancouver enacts as follows:

#### 1. Citation

This bylaw may be cited as "Housing Agreement Bylaw (Rental Only) 8528, 2021".

#### 2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 1152846 B.C. Ltd., Inc. substantially in the form attached to this Bylaw as Schedule A with respect to the following lands:

- a) PID 004-423-305, Lot 10, Block 43, District Lot 204, Plan 1340, except that portion marked Walkway on the Sketch Plan attached to this Bylaw as Schedule B;
- b) PID 005-089-701, Amended Lot 11 (see 204726L), Block 43, District Lot 204, Plan 1340;
- c) PID 007-046-405, Amended Lot 13 (see 204725-L), Block 43, District Lot 204, Plan 1340;
- d) PID 002-795-469, Lot 14, Block 43, District Lot 204, Plan 1340; and
- e) PID 014-741-555, Lot 15, Block 43, District Lot 204, Plan 1340.

#### 3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

**READ** a first time at November 15<sup>th</sup>, 2021

**READ** a second time \_\_\_\_\_, 2021

**READ** a third time \_\_\_\_\_, 2021

**ADOPTED** \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

## **Schedule A to Bylaw 8528, 2021**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2021

BETWEEN:

**1152846 BC Ltd.** (Incorporation No. 1152846) a corporation incorporated under the laws of the Province of British Columbia with an office 205 – 930 Harbourside Drive, North Vancouver, BC V7P 3S7

("1152846")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. 1152846 is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Lands");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Lands; and
- D. 1152846 and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to 1152846 and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:

- (a) “*Affordable Rental Units*” means collectively the:
- (i) 12 one-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet;
  - (ii) 6 two-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet; and
  - (iii) 1 three-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet,

in the Rental Building, all of which said affordable rental units are, or will be, designed, located and configured in accordance with the requirements and approvals set out in the Development Covenant generally as shown on the Master Development Plan, and “*Affordable Rental Unit*” means one of the Affordable Rental Units;

- (b) “*Annual Allowable Adjustment*” means an increase in the Discounted CMHC Rental Rate once each calendar year by the lesser of:
- (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or
  - (ii) the annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder.

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than or equal to zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

- (c) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);
- (d) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. \_\_\_\_\_;
- (e) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (f) “*Discounted CMHC Rental Rate*” means for each one-bedroom, two-bedroom and three-bedroom Affordable Rental Unit:
- (i) for the calendar year in which a certificate of occupancy is issued for the Rental Building by the District, the lesser of:
    - A. the rate set out in Schedule “A” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from



the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and

- B. 80% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental Units and two-bedroom Affordable Rental Units, and 75% of the then current District of North Vancouver median rents as published by CMHC for the three-bedroom Affordable Rental Units, as applicable; and
- (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (g) "*Dwelling Unit*" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (h) "*Eligibility Requirements*" means:
  - (i) aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Discounted CMHC Rental Rate for the Affordable Rental Unit), where said aggregate income is established by way of true copies of the previous year's income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above; and
  - (ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a two bedroom Affordable Rental Unit;
- (i) "*Lands*" has the meaning given to it in Recital A hereto;
- (j) "*LTO*" means the Lower Mainland Land Title Office and any successor of that office.
- (k) "*Market Rental Units*" means all of the Dwelling Units in the Rental Building which are not Affordable Rental Units, and "*Market Rental Unit*" means one of the Market Rental Units;

- (l) “*Master Development Plan*” has the meaning given to it in the Development Covenant or in the Replacement Covenant, as the case may be;
- (m) “*Owner*” means 1152846 and any other person or persons registered in the LTO as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (n) “*Rental Building*” means the apartment building containing Rental Dwelling Units constructed or to be constructed on the Lands generally as shown on the Master Development Plan;
- (o) “*Rental Dwelling Units*” means at least 95 Dwelling Units in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
- (p) “*Replacement Covenant*” has the meaning given to in the Development Covenant;
- (q) “*Society*” means either (i) a registered housing society or (ii) ) a non-profit society at arms’ length to the Owner, but which may be formed by the Owner, and which is permitted pursuant to the provisions of Section 49.1 of the *Residential Tenancy Act* to terminate a residential tenancy agreement where the tenant or other occupant ceases to qualify for a “subsidized rental unit” (as defined in the *Residential Tenancy Act*), in each case approved in writing by the District, acting reasonably;
- (r) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan);
- (s) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw [redacted] (No. [redacted]); and
- (t) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

- 2. **Rental Building** – The Rental Building must contain at least 95 Rental Dwelling Units.
- 3. **No Subdivision** – The Lands and any improvements from time to time thereon (including without limitation the Rental Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
- 4. **The Housing Society** – Prior to the date that is 90 days after issuance of the building permit for the Rental Building, and in any event prior to marketing any Affordable Rental

Units or Market Rental Units in the Rental Building for rent and prior to entering into any residential tenancy in respect of any said rental units; the Owner must

- (a) enter into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
- (b) cause the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

For clarification, this section will not prohibit the Owner from offering the Lands for sale, or entering into a purchase agreement for the sale of the Lands.

- 5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
- 6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm's length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 7.
- 7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
  - (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and
  - (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.
- 8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:
  - (a) is entered into by the Owner (or by the Society) and, as tenant, a person at arm's length from the Owner and the Society. For the purpose of this Agreement, "at arm's length" means:



- (i) not in any other contractual relationship with the Owner or the Society or any director, officer or other senior employee of the Owner or the Society;
- (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner or the Society; and
- (iii) not employed by any corporate entity that is an affiliate of the Owner or the Society, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in its sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates;

- (b) does not, in relation to any Affordable Rental Unit or any accessory uses attached thereto (for example, storage lockers), require payment of rent or any other consideration directly or indirectly that exceeds the Discounted CMHC Rental Rate for the unit, but the tenant may be required to pay:
  - (i) additional consideration for parking or bicycle storage provided that the additional consideration does not exceed the amount charged for a parking stall or a bicycle storage locker, as the case may be, to tenants in the Market Rental Units; and
  - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner or the Society may end the tenancy agreement by giving the tenant a clear six month's notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Rental Application Process** – The Owner must:
- (a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
  - (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
  - (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
    - (i) the person no longer meets the Eligibility Requirements; or
    - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
  - (d) make the housing list available to the District upon request.
10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and
  - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.
11. **Statutory Declaration** – Within seven days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
12. **Damages and Rent Charge**
- (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Lands are occupied in breach of this Agreement, the Owner must pay the District \$300.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar

year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.

- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 11(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 11(a) is due and payable to the District in accordance with subsection 11(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
  - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director's discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
13. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Lands in accordance with this Agreement.
14. **Adjustment to Discounted CMHC Rental Rate** – If the Owner establishes to the satisfaction of the Director that:
- (a) the average Annual Allowable Adjustment over any consecutive five year period has: (i) not kept pace with the average annual increase in the operating costs for the Rental Building (excluding debt financing) over said five year period; and (ii) not kept pace with average annual increases in the District of North Vancouver median rents as published by CMHC for the one-bedroom, two-bedroom and three-bedroom Affordable Rental Units over the same said five year period; and
  - (b) the financial viability of the Rental Building has been materially compromised as a result of the circumstance described in subsection 14(a),

then the Owner may apply to the Director for an increase in the Discounted CMHC Rates for the Affordable Rental Units, with said increase not to exceed 80% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental Units and two-bedroom Affordable Rental Units, and 75% of the then current District of North Vancouver median rents as published by CMHC for the three-bedroom Affordable Rental Units, as applicable. The Owner acknowledges and agrees that approval of said increase in the Discounted CMHC Rates for the Affordable Rental Units will be in the sole and unfettered discretion of the Director. The Owner may only



apply for an Adjustment in the Discounted CMHC Rental Rates pursuant to this section once in any five year period.

15. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
  - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
  - (b) the District is required to file a notice of housing agreement in the LTO against title to the Lands; and
  - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Lands in perpetuity.
16. **Compliance with Laws** – The Owner will at times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
17. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner and the District in respect of the development of the Lands contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
18. **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 Lands.
19. **Interpretation** – In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

- (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (e) reference to the “Lands” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (f) 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;
- (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (l) reference to the District is a reference also to its elected and appointed officials, officers, employees and agents;
- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) 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”; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

20. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

1152846 BC Ltd..  
205 – 930 Harbourside Drive  
North Vancouver, BC V7P 3S7

Attention: S. Davoud Mir-Taheri

- (b) if to the District, as follows:

The Corporation of the District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: Director, Planning Permits and Bylaws

Email: \_\_\_\_\_

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

21. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
22. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
23. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
24. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
- (a) affect or limit the discretion, rights or powers of the District or the approving officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Lands;

- (d) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (e) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
  - (f) Relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Lands.
25. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
26. **Covenant Runs With the Lands** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Lands to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Lands are or if they are consolidated (including by the removal of interior parcel boundaries) by any means.
27. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Lands.
28. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
  - (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 property, the Land or the building or any portion thereof, including any Dwelling Unit; and
  - (c) the District 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.
29. **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 Lands.
30. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
31. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.



32. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
33. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
34. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
35. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**SCHEDULE "A" (to Covenant)**

**Discounted CMHC Rental Rates (as at the reference date of this agreement)**

<b>Unit Type</b>	<b>Number of Units</b>	<b>Proposed Rent (% below or above DNV Median)</b>
1 bed	12	\$1,225 (-20%)
2 bed	6	\$1,662 (-20.1%)
3 bed	1	\$1,824 (-26.3%)

## SCHEDULE "B" STATUTORY DECLARATION

I, \_\_\_\_\_, of \_\_\_\_\_, British Columbia, do solemnly  
declare:

- SWORN BEFORE ME at the \_\_\_\_\_, in the )  
Province of British Columbia, this \_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_. )  
\_\_\_\_\_ )  
A Commissioner for Taking Affidavits for British Columbia ) **Signature of person making declaration**

**Schedule A to the Statutory Declaration of \_\_\_\_\_**

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

**Schedule B to the Statutory Declaration of \_\_\_\_\_**

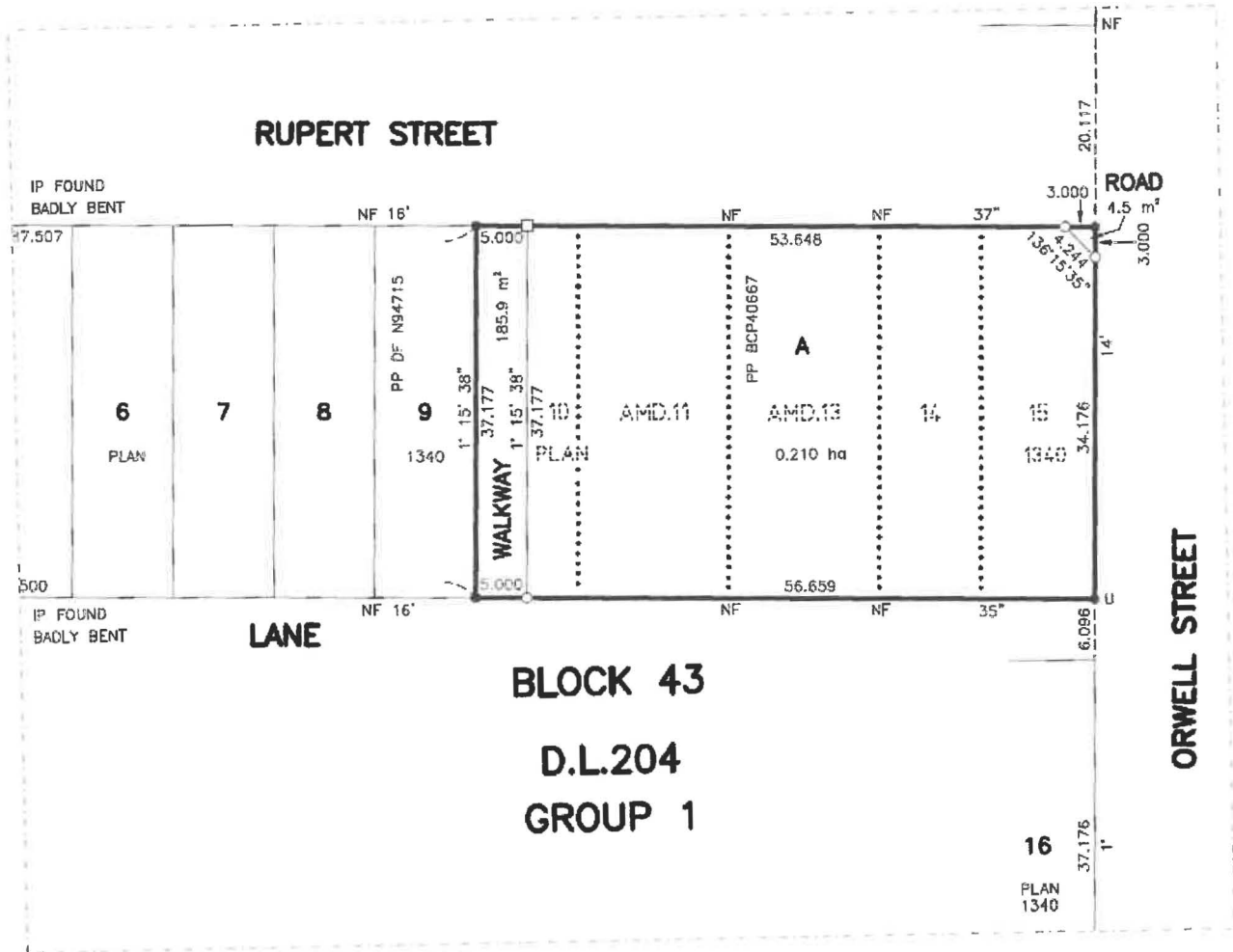
List the tenants who no longer meet the Eligibility Requirements together with reasons why.

**Statutory Declaration**



Schedule B to Bylaw 8528, 2021

SKETCH PLAN



**The Corporation of the District of North Vancouver**

**Bylaw 8529**

**A bylaw to waive Development Cost Charges**

The Council for The Corporation of the District of North Vancouver enacts as follows:

**Citation**

- 1) This bylaw may be cited as “Rupert Street Development Cost Charges Waiver Bylaw 8529, 2021”.

**Waiver**

- 2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the site as shown outlined in red on the attached map (Schedule A), and the development cost charge rates for the Eligible Development are hereby set at zero.
- 3) For the purpose of this Bylaw “Eligible Development” means 19 housing units where the rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

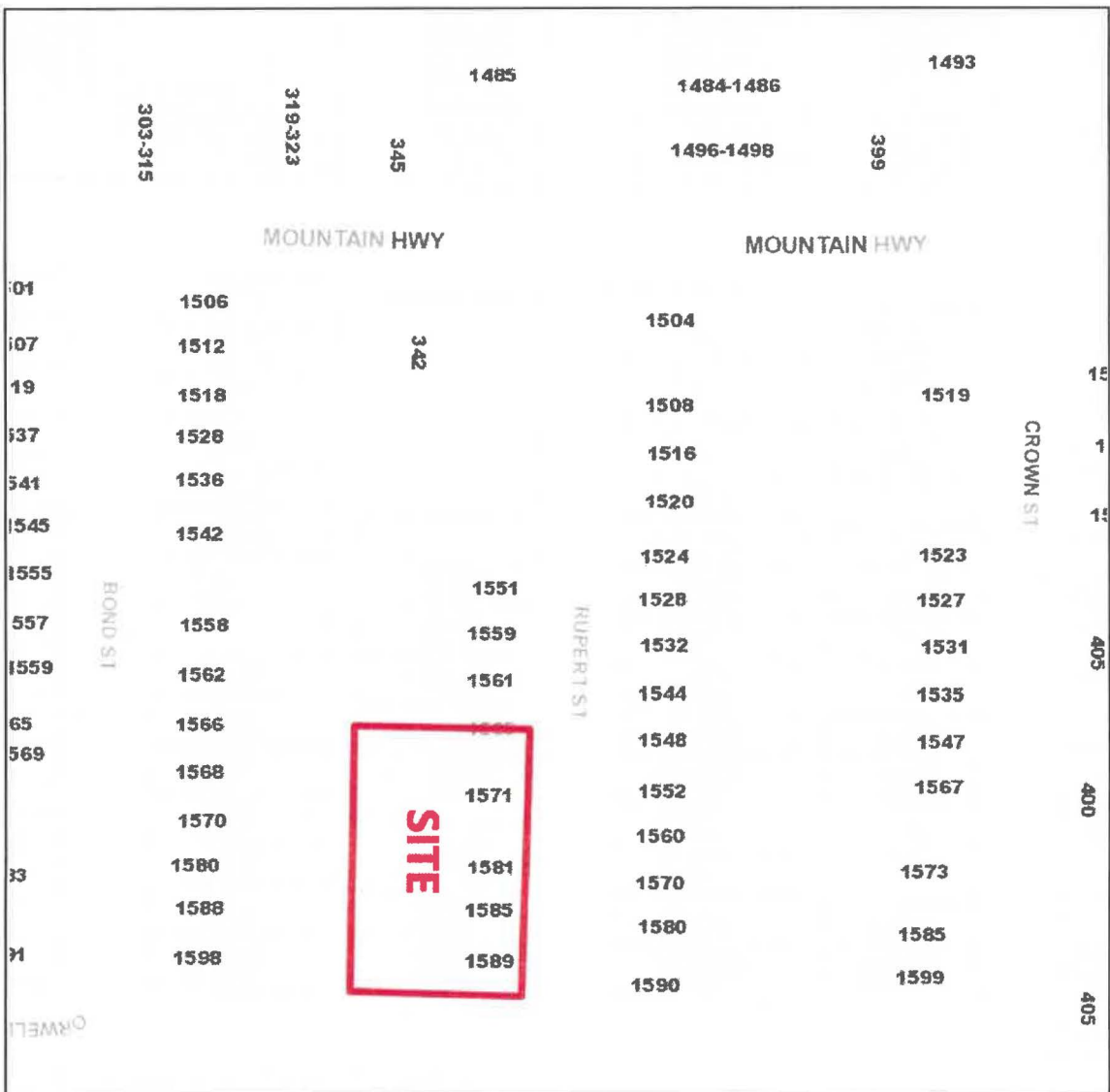
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

# Schedule A to Bylaw 8529





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NO.	DESCRIPTION	DATE
1	ISSUED FOR PRELIMINARY & D.P. APPLICATION	12-12-2018
2	ISSUED FOR CONSTRUCTION	01-12-2019
3	ISSUED FOR CONSTRUCTION	01-12-2019
4	ISSUED FOR CONSTRUCTION	01-12-2019
5	ISSUED FOR CONSTRUCTION	01-12-2019
6	ISSUED FOR CONSTRUCTION	01-12-2019
7	ISSUED FOR CONSTRUCTION	01-12-2019
8	ISSUED FOR CONSTRUCTION	01-12-2019
9	ISSUED FOR CONSTRUCTION	01-12-2019
10	ISSUED FOR CONSTRUCTION	01-12-2019



**SALEHI ARCHITECT INC.**

207 - 135 15th Street  
NORTH VANCOUVER  
TEL: 778-296-7833  
EMAIL: info@salehiarchitect.ca

**CLIENT :**

**BARON PROJECT**

**PROJECT NO. 02 - 18**

**PROJECT :**

**1565 TO 1589 RUPERT ST.  
RESIDENTIAL APARTMENT**

**DRAWING TITLE :**

**VIEW FROM  
NORTH WEST**

**SEAL**

**A-0000**

**DATE :**

**DRAWN : F.N.**

**SCALE :**

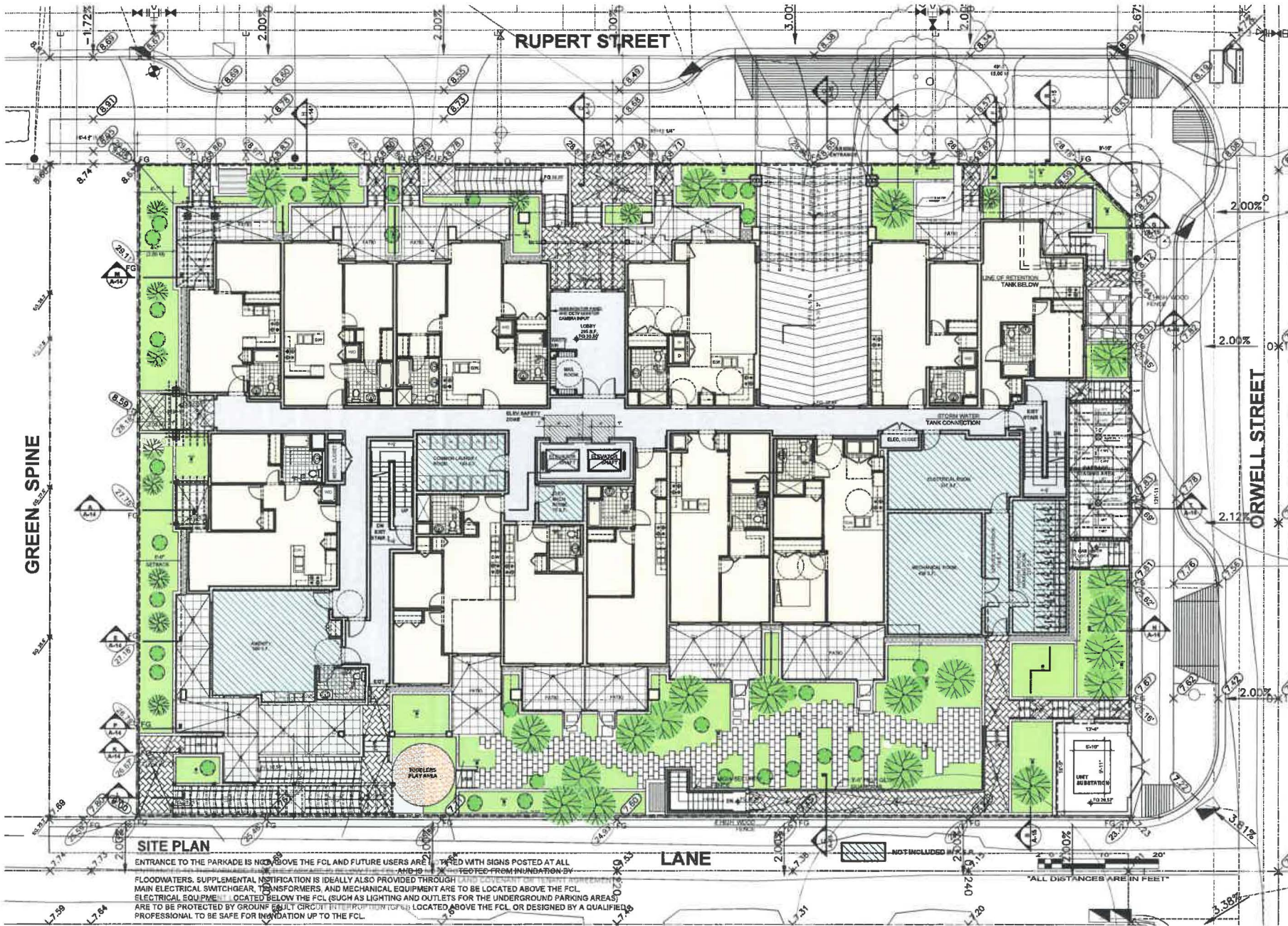
**CHECKED : R.E.**

**ATTACHMENT 5**









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SALEHI ARCHITECT INC.

207 - 132 15th Street  
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CLIENT:  
BARON PROJECT

PROJECT NO. 02 - 18

PROJECT:  
1565 TO 1588 RUPERT ST.  
RESIDENTIAL APARTMENT

DRAWING TITLE:  
SITE PLAN

SEAL

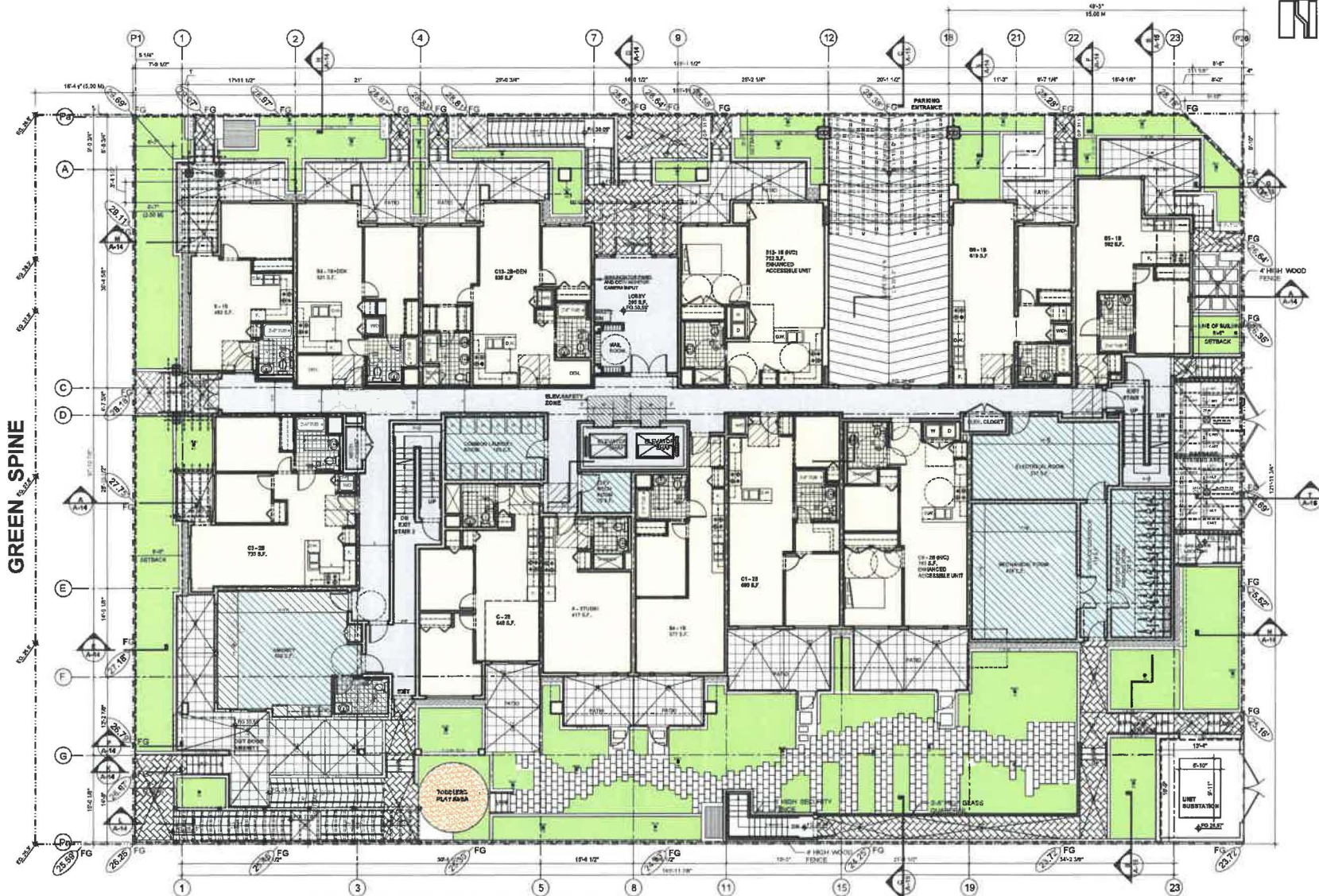
A-01

DATE: DRAWN: F.H.

SCALE: 1/16"=1'-0" CHECKED: R.S.



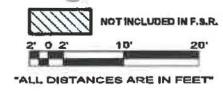
# RUPERT STREET



**FIRST FLOOR PLAN**  
**11,837 S.F.**

ENTRANCE TO THE PARKADE IS NOT ABOVE THE FCL AND FUTURE USERS ARE NOTIFIED WITH SIGNS POSTED AT ALL ENTRANCES TO THE PARKADE THAT THE PARKADE IS BELOW THE FCL AND IS NOT PROTECTED FROM INUNDATION BY FLOODWATERS. SUPPLEMENTAL NOTIFICATION IS IDEALLY ALSO PROVIDED THROUGH LAND COVENANT OR TENANT AGREEMENTS. MAIN ELECTRICAL SWITCHGEAR, TRANSFORMERS, AND MECHANICAL EQUIPMENT ARE TO BE LOCATED ABOVE THE FCL. ELECTRICAL EQUIPMENT LOCATED BELOW THE FCL (SUCH AS LIGHTING AND OUTLETS FOR THE UNDERGROUND PARKING AREAS) ARE TO BE PROTECTED BY GROUND FAULT CIRCUT INTERRUPTION (GFCI) LOCATED ABOVE THE FCL, OR DESIGNED BY A QUALIFIED PROFESSIONAL TO BE SAFE FOR INUNDATION UP TO THE FCL.

**LANE**



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DESCRIPTION	DATE
1. PREPARED FOR PRELIMINARY P.D.P. APPLICATION	11-15-2018
2. REVISED FOR COORDINATION	11-26-2018
3. REVISED FOR ESTIMATED P.D.P. APPLICATION	11-17-2018
4. PREPARED A.D.P.	12-05-2018
5. PRELIMINARY REVISION	12-14-2018
6. ADD. REVISIONS	12-18-2018
7. REVISED FOR PRELIMINARY P.D.P. APPLICATION	12-18-2018

**SALEHI ARCHITECT INC.**

207 - 132 15th Street  
NORTH VANCOUVER  
TEL: 778-996-7630  
EMAIL: info@salehiarchitect.ca

**CLIENT:**  
BARON PROJECT

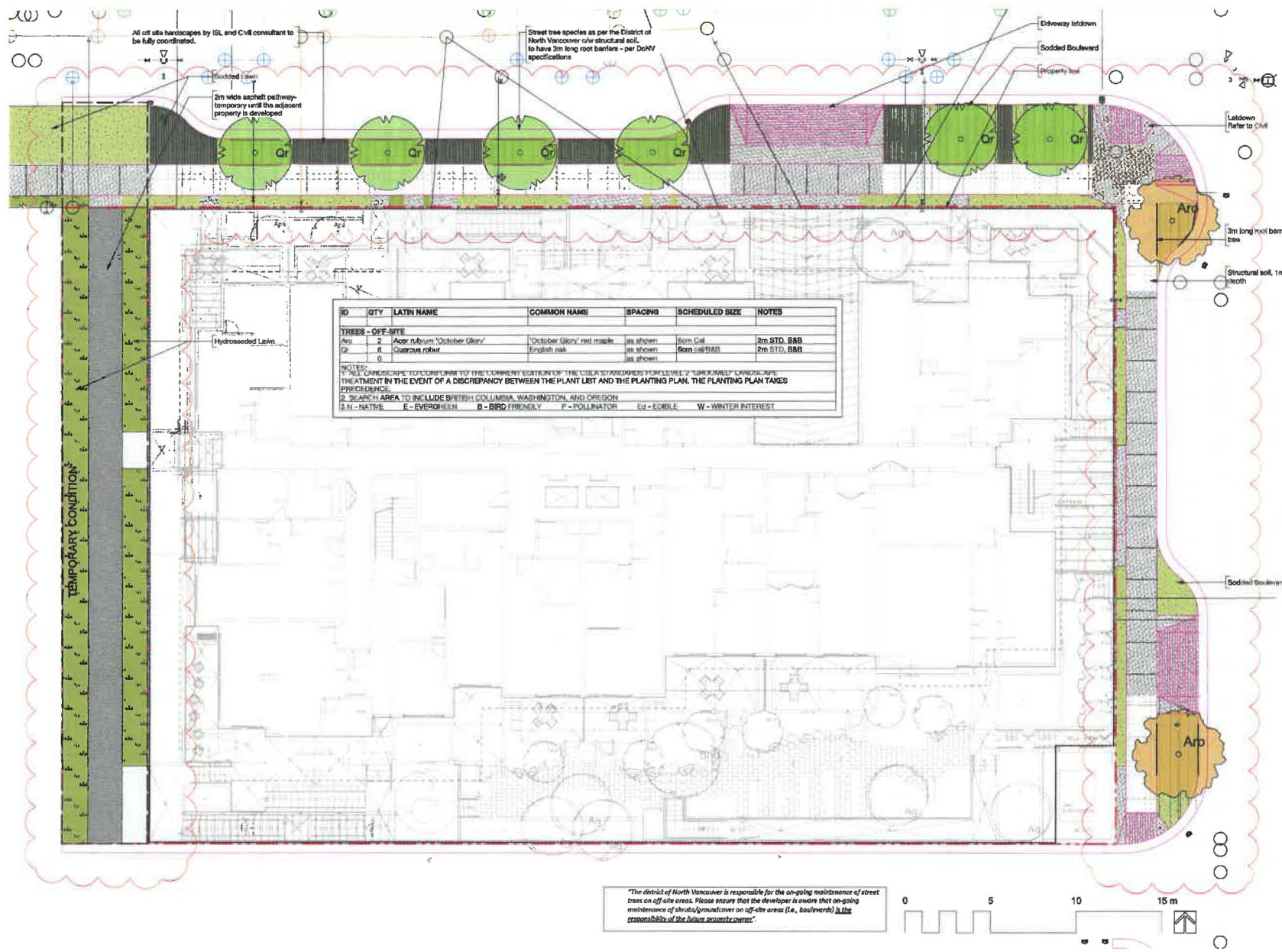
**PROJECT NO.:** 02 - 18

**PROJECT:**  
1565 TO 1589 RUPERT ST.  
RESIDENTIAL APARTMENT

**DRAWING TITLE:**  
FIRST FLOOR PLAN

<b>SEAL:</b>	<b>A-04</b>
<b>DATE:</b>	<b>DRAWN:</b> F.N.
<b>SCALE:</b> 1/16"=1'-0"	<b>CHECKED:</b> R.S.





Revision  
No. Date Revision Notes

Block  
Rev. Date Issue Notes  
A 2018-12-12 based on preliminary CIV application  
B 2019-01-27 Finalized for LP  
C 2021-09-01 Rebased for LP

Prepared by: Gail

**eto** landscape architects

1680 West 2nd Avenue  
Vancouver, BC, Canada V6J 1H6

1 (604) 683-1456  
1 (604) 683-1458  
info@eto.ca

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Page 02

**Rupert Street Residential**  
1565-1569 Rupert Street  
District of North Vancouver

Drawing Title:  
**Offsite Plan**

Legend

Symbol	Description	Scale
DT	Driveway	1:100
DT	Driveway	1:100

L1.2





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**Rupert Street Residential**  
1585- 1589 Rupert Street  
District of North Vancouver

Drawing Title

### Materials Plan

Local

**Note:**  
all site furnishings not indicated on the  
**FURNISHING SCHEDULE** is for graphic purposes  
only and is to be owner/ strata supplied

Rupert Street

Extent of slab  
along property  
line, except in this  
location.

Rev.	Date	Revised Notes
A	2015-10-12	Set out for preliminary DP application
B	2015-11-17	Revised for LRP
C	2021-03-08	Revised to be 15'

Private Land Use

**eta** concept architecture

Orwell Street

1885 West 3rd Avenue  
Vancouver, BC, Canada, V6J 1K4  
Tel: 604.683.1458  
Fax: 604.683.1459  
www.eta.ca

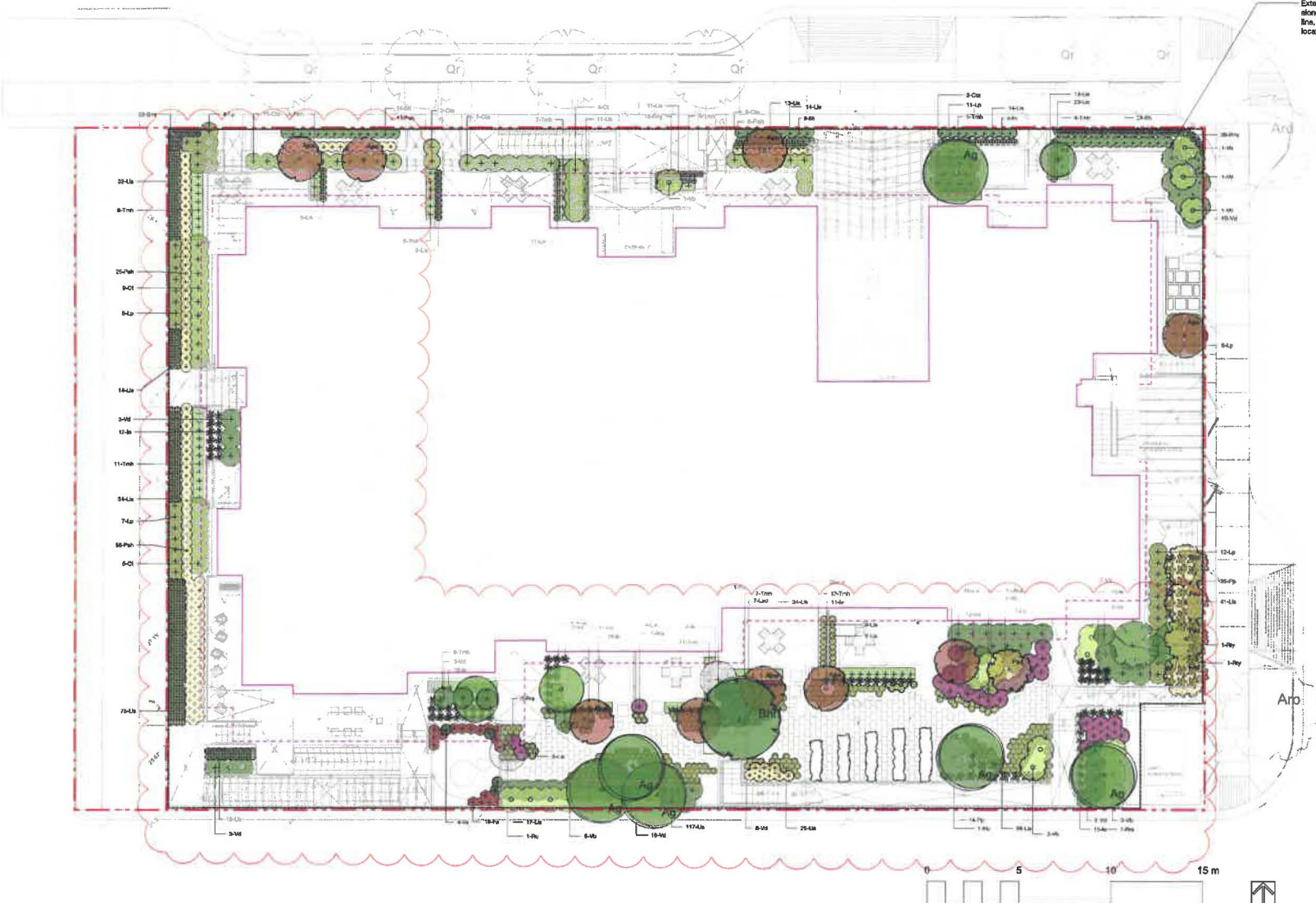
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Project  
**Rupert Street  
Residential**  
1885-1889 Rupert Street  
District of North Vancouver

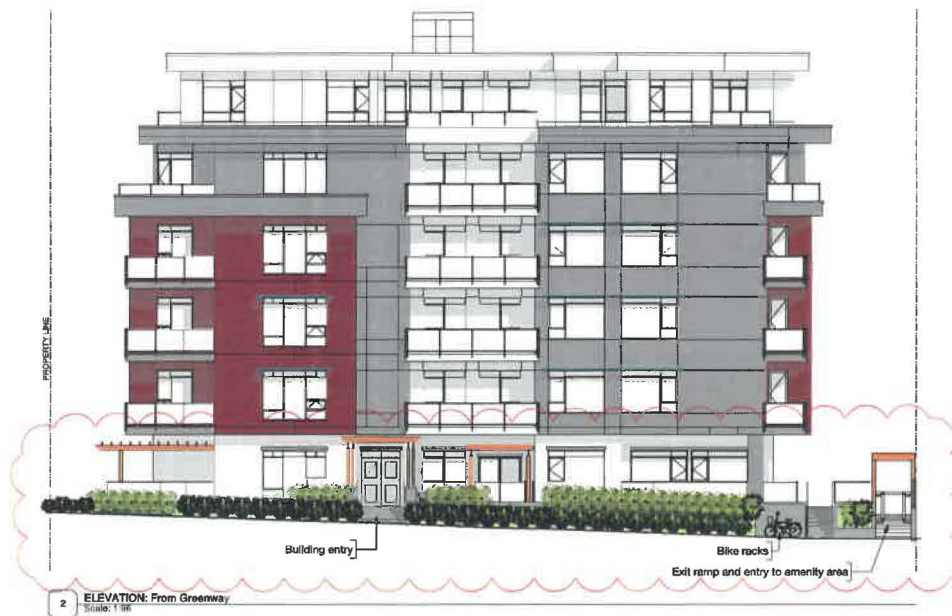
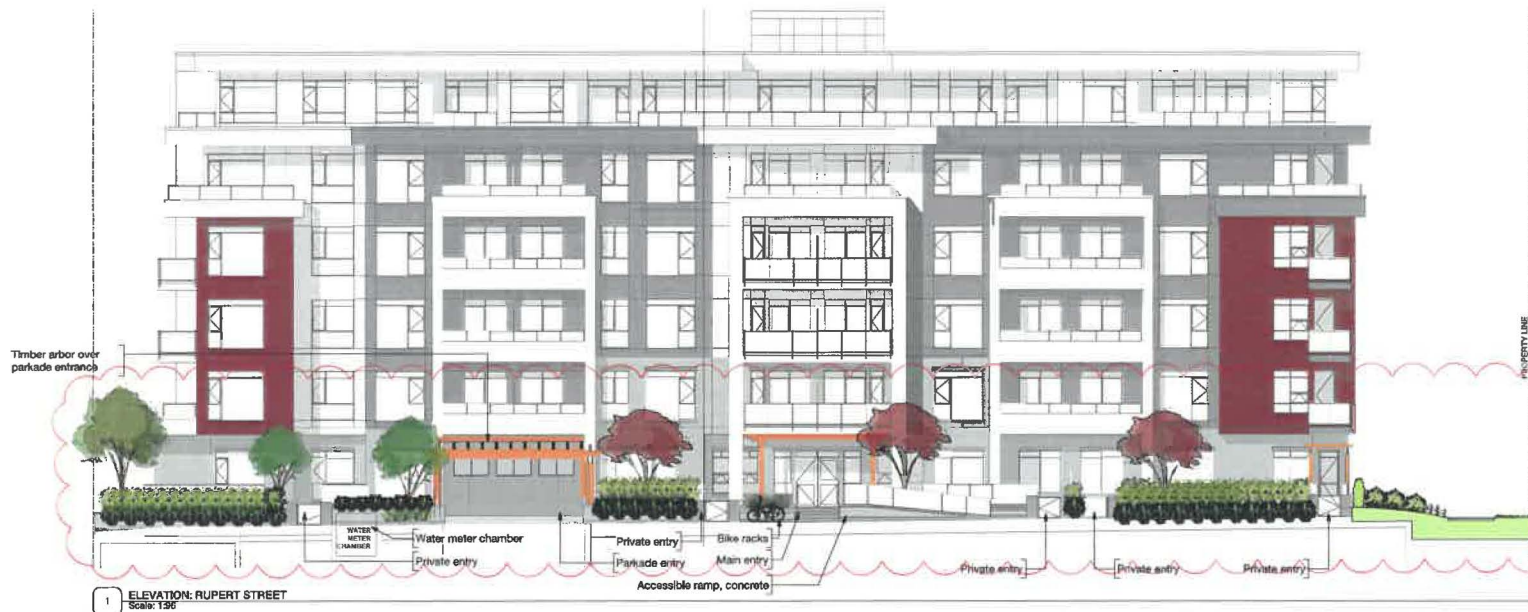
Working Title  
**Planting Plan**

Legend

Project Manager	1885-1889
DT	211810
Scale	1:100
Sheet No.	LA.1
DT	







Revision  
No. Date Description

By: Date: Issue: Notes:  
A 2018-12-12 Revised for preliminary DP application  
B 2019-01-07 Revised for DP application  
C 2021-05-05 Revised for DP

**eta** landscape architecture

5550 West 2nd Avenue  
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www.eta.ca

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Project:  
**Rupert Street  
Residential**  
1565- 1569 Rupert Street  
District of North Vancouver

Drawings Title:  
**Landscape Elevations**

Legend

Project Manager	Page 15
DT	1/18/10
Drawn By	DT
QC	DT
Approved By	DT
DT	1/18/10

L8.1







#### FINISH MATERIALS LIST:

- |   |  |  |
|---|--|--|
| 1 FIBER CEMENT HARDIE PANEL<br>PEWTER (2121-30 BENJAMIN MOORE)                  | 8 RESIDENTIAL VINYL WINDOW FRAMES<br>BLACK OUTSIDE - WHITE INSIDE WITH CLEAR GLAZING | 12 STAINED CEDAR TRELLIS<br>CEDAR MILL SW 3512                 |
| 2 FIBER CEMENT HARDIE PANEL<br>WHITE DOVE (OC-17 BENJAMIN MOORE)                | 7 ALUMINUM ARBOUR<br>2160-30 MAPLE SUGAR (BENJAMIN MOORE)                            | 13 PRE-FAB CONCRETE SILL                                       |
| 3 FIBER CEMENT HARDIE SIDING - (8" EXPOSURE)<br>PEWTER (2121-30 BENJAMIN MOORE) | 6 ALUMINUM GUARDRAIL WITH CLEAR GLAZING<br>BLACK                                     | 14 PRE-FAB CONCRETE CAP  |
| 4 CULTURED STONE - ECHO RIDGE<br>(COUNTRY LEDGESTONE)                           | 9 METAL FLASHING<br>TO MATCH BACKGROUND COLOUR                                       | 15 CEDAR WOOD PANEL<br>ROSEWOOD                                |
| 5 CORRUGATED SHEET METAL<br>FIREWEED - SW 6328                                  | 10 EXPOSED CAST IN PLACE CONCRETE<br>WITH CLEAR SEALER                               | 16 PAINTED ALUMINUM GUARDRAIL<br>BLACK                         |
|   | 11 ALUMINUM SOLAR SHADING  | 17 CLEAR STAINED CEDAR FENCING                                 |
|   |  | 18 PRIVACY SCREEN ALUMINUM FRAME WITH FROSTED GLAZING<br>BLACK |

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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
2	ISSUED FOR DOCUMENTATION	18-11-2018
3	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
4	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
5	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
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17	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
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19	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018
20	ISSUED FOR PERMITS & BIDDING APPLICATION	18-11-2018



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**CLIENT:**  
BARON PROJECT

**PROJECT NO.:** 02 - 18

**PROJECT:**  
1565 TO 1589 RUPERT ST.  
RESIDENTIAL APARTMENT

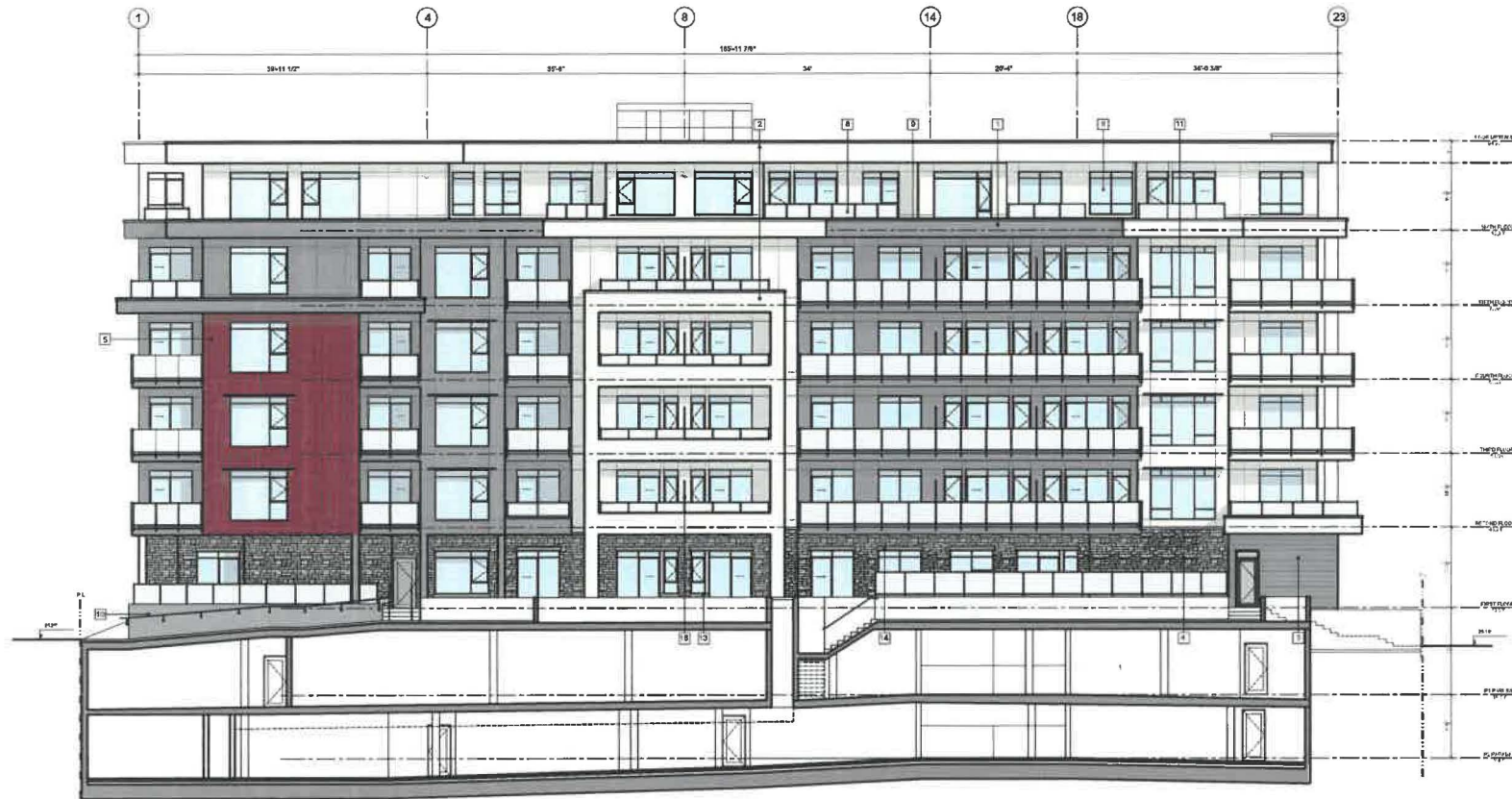
**DRAWING TITLE:**  
WEST ELEVATION

SEAL

A-11

**DATE:** **DRAWN:** P.J.

**SCALE:** 1/16"=1'-0" **CHECKED:** R.S.



**SOUTH ELEVATION**

**FINISH MATERIALS LIST :**

- |  |   |   |
|--|---|---|
| <p>1 FIBER CEMENT HARDIE PANEL<br/>PEWTER (2121-30 BENJAMIN MOORE)</p> <p>2 FIBER CEMENT HARDIE PANEL<br/>WHITE DOVE (OC-17 BENJAMIN MOORE)</p> <p>3 FIBER CEMENT HARDIE SIDING - (8" EXPOSURE)<br/>PEWTER (2121-30 BENJAMIN MOORE)</p> <p>4 CULTURED STONE - ECHO RIDGE<br/>(COUNTRY LEDGESTONE)</p> <p>5 CORRUGATED SHEET METAL<br/>FIREWEED - SW 6328</p> | <p>6 RESIDENTIAL VINYL WINDOW FRAMES<br/>BLACK OUTSIDE - WHITE INSIDE WITH CLEAR GLAZING</p> <p>7 ALUMINUM ARBOUR<br/>2180-30 MAPLE SUGAR ( BENJAMIN MOORE)</p> <p>8 ALUMINUM GUARDRAIL WITH CLEAR GLAZING<br/>BLACK</p> <p>9 METAL FLASHING<br/>TO MATCH BACKGROUND COLOUR</p> <p>10 EXPOSED CAST IN PLACE CONCRETE<br/>WITH CLEAR SEALER</p> <p>11 ALUMINUM SOLAR SHADING</p> | <p>12 STAINED CEDAR TRELLIS<br/>CEDAR MILL SW 3512</p> <p>13 PRE-FAB CONCRETE SILL</p> <p>14 PRE-FAB CONCRETE CAP</p> <p>15 CEDAR WOOD PANEL<br/>ROSEWOOD</p> <p>16 PAINTED ALUMINUM GUARDRAIL<br/>BLACK</p> <p>17 CLEAR STAINED CEDAR FENCING</p> <p>18 PRIVACY SCREEN ALUMINUM FRAME WITH FROSTED GLAZING<br/>BLACK</p> |
|--|---|---|

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NO.	DESCRIPTION	DATE
1	REVISED FOR PRELIMINARY D.P. APPLICATION	15-10-2019
2	REVISED FOR APPLICATION	15-11-2019
3	REVISED FOR DETAILED D.P. APPLICATION	17-12-2019
4	REVISED FOR D.P. APPLICATION	17-12-2019
5	REVISED FOR D.P. APPLICATION	17-12-2019
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99	REVISED FOR D.P. APPLICATION	17-12-2019
100	REVISED FOR D.P. APPLICATION	17-12-2019



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**CLIENT :**  
**BARON PROJECT**

**PROJECT NO. 02 - 18**

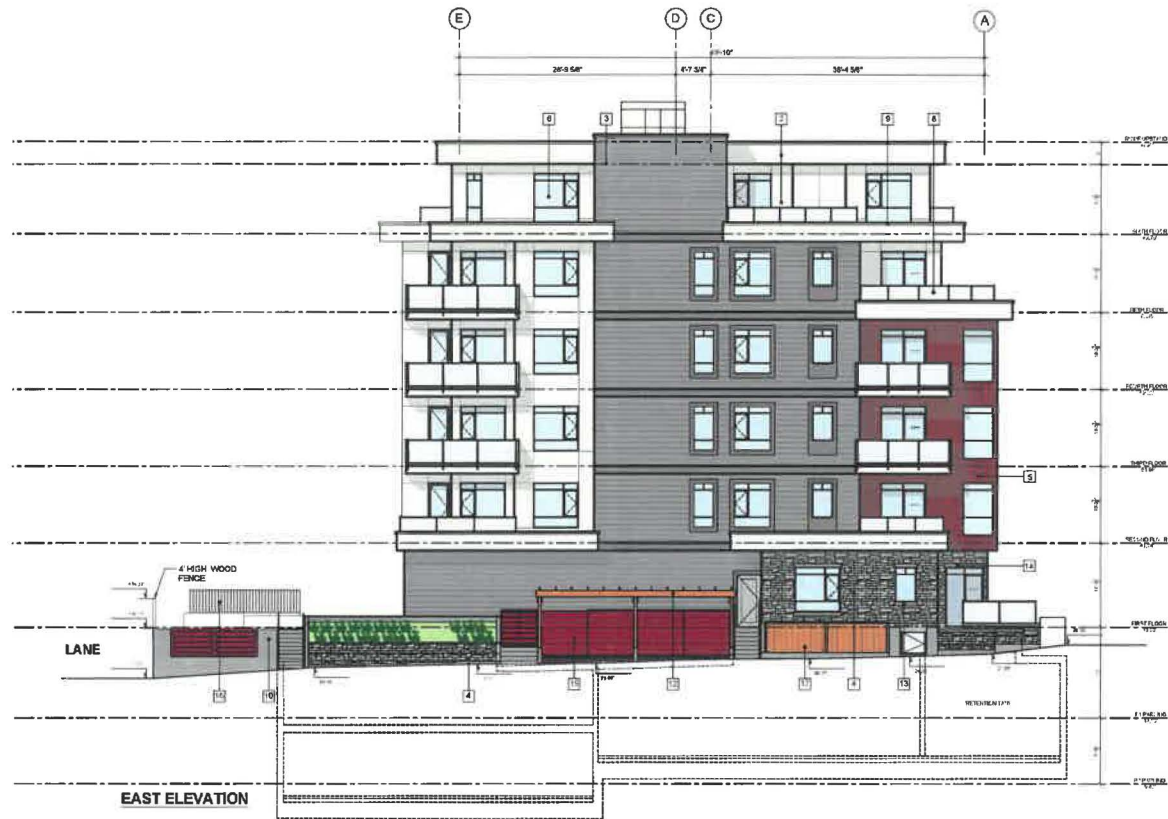
**PROJECT :**  
**1565 TO 1589 RUPERT ST.  
RESIDENTIAL APARTMENT**

**DRAWING TITLE :**  
**SOUTH ELEVATION**

**SEAL**

**A-12**

**DATE :** **DRAWN : P.H.**  
**SCALE : 1/16"=1'-0"** **CHECKED : R.S.**



#### FINISH MATERIALS LIST :

- 1 FIBER CEMENT HARDIE PANEL  
PEWTER (2121-30 BENJAMIN MOORE)
- 2 FIBER CEMENT HARDIE PANEL  
WHITE DOVE (OC-17 BENJAMIN MOORE)
- 3 FIBER CEMENT HARDIE SIDING - (8" EXPOSURE)  
PEWTER (2121-30 BENJAMIN MOORE)
- 4 CULTURED STONE - ECHO RIDGE  
(COUNTRY LEDGESTONE)
- 5 CORRUGATED SHEET METAL  
FIREWEED - SW 6328

- 6 RESIDENTIAL VINYL WINDOW FRAMES  
BLACK OUTSIDE - WHITE INSIDE WITH CLEAR GLAZING
- 7 ALUMINUM ARBOUR  
2160-30 MAPLE SUGAR ( BENJAMIN MOORE)
- 8 ALUMINUM GUARDRAIL WITH CLEAR GLAZING  
BLACK
- 9 METAL FLASHING  
TO MATCH BACKGROUND COLOUR
- 10 EXPOSED CAST IN PLACE CONCRETE  
WITH CLEAR SEALER
- 11 ALUMINUM SOLAR SHADING

- 12 STAINED CEDAR TRELLIS  
CEDAR MILL SW 3512
- 13 PRE-FAB CONCRETE SILL
- 14 PRE-FAB CONCRETE CAP
- 15 CEDAR WOOD PANEL  
ROSEWOOD
- 16 PAINTED ALUMINUM GUARDRAIL  
BLACK
- 17 CLEAR STAINED CEDAR FENCING
- 18 PRIVACY SCREEN ALUMINUM FRAME WITH FROSTED GLAZING  
BLACK

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NO.	DESCRIPTION	DATE
1	ISSUED FOR PRELIMINARY D.P. APPLICATION	18-12-2019
2	ISSUED FOR CONSTRUCTION	01-01-2020
3	ISSUED FOR DETAILED D.P. APPLICATION	15-12-2019
4	ISSUED FOR CONSTRUCTION	15-12-2019
5	ISSUED FOR CONSTRUCTION	15-12-2019
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18	ISSUED FOR CONSTRUCTION	15-12-2019
19	ISSUED FOR CONSTRUCTION	15-12-2019
20	ISSUED FOR CONSTRUCTION	15-12-2019



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CLIENT :  
BARON PROJECT

PROJECT NO. 02 - 18

PROJECT :  
1565 TO 1569 RUPERT ST.  
RESIDENTIAL APARTMENT

DRAWING TITLE :  
EAST ELEVATION

SEAL

A-13

DATE :  
SCALE : 1/16"=1'-0"

DRAWN : F.J.  
CHECKED : R.S.









Project : 1565 - 1569 Rupert St.  
Date : 22 March  
Time of day : 10:00 AM

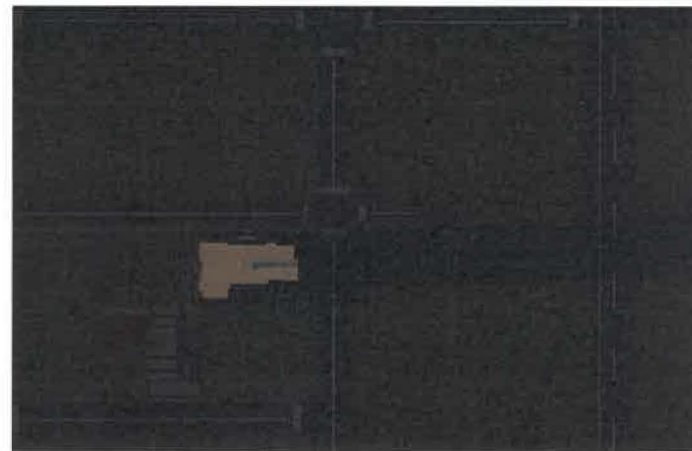


## SHADOW STUDY



## SHADOW STUDY

Project : 1555 - 1560 Rupert St.  
Date : 22 March  
Time of day : 2:00 PM



## SHADOW STUDY

Project : 1505 - 1509 Rupert St.  
Date : 22 March  
Time of day : 6:00 PM

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[illegible]**SALEHI ARCHITECT INC.**

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**CLIENT :**

BARON PROJECT

PROJECT NO. 01-18

**PROJET :**

1565 TO 1589 RUPERT ST.  
RESIDENTIAL APARTMENT

**DRAWING TITLE :**

## SHADOW STUDIES

22 MARCH

SEAL

A-30

DATE :

DRAWN: F.N.

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

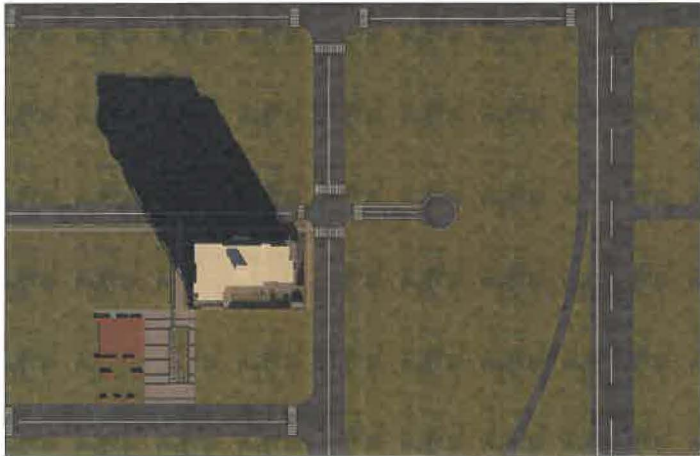
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SHADOW STUDY

Project : 1565 - 1569 Rupert St.  
Date : 22 December  
Time of day : 10:00 AM



SHADOW STUDY

Project : 1565 - 1569 Rupert St.  
Date : 22 December  
Time of day : 12:00 PM



SHADOW STUDY

Project : 1565 - 1569 Rupert St.  
Date : 22 December  
Time of day : 2:00 PM



SHADOW STUDY

Project : 1565 - 1569 Rupert St.  
Date : 22 December  
Time of day : 6:00 PM

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NO.	DESCRIPTION	DATE
1.	ISSUED FOR PRELIMINARY D.P. APPLICATION	01-12-2013
2.	ISSUED FOR PRELIMINARY D.P. APPLICATION	11-01-2014
3.	ISSUED FOR PRELIMINARY D.P. APPLICATION	01-11-2014
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19.	ISSUED FOR PRELIMINARY D.P. APPLICATION	01-11-2014
20.	ISSUED FOR PRELIMINARY D.P. APPLICATION	01-11-2014



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**CLIENT :**  
BARON PROJECT

**PROJECT NO.** 01 - 18

**PROJECT :**  
1565 TO 1569 RUPERT ST.  
RESIDENTIAL APARTMENT

**DRAWING TITLE :**  
SHADOW STUDIES  
22 DECEMBER

**SEAL**

**A-33**

**DATE :**

**DRAWN : F.J.**

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

**CHECKED : R.S.**



## 1565-1589 Rupert Street OCP Amendment and Rezoning Application

### Virtual Public Information Meeting Summary Report

**Event Date:** November 24 to December 8, 2020

**Website:** DNV.org/public-meeting

**Attendance:** 21 visitors to the web page

**Comments:** 0 comments or questions received.

**Meeting Purpose:**

- 1) To present development proposal materials to neighbours
- 2) To provide an opportunity for the public to ask questions about the proposal
- 3) To provide an opportunity for neighbours to comment on the proposal

**Notification:**

In accordance with District of North Vancouver policies:

Invitation Brochures

Approximately 760 notification flyers were delivered within a 100m radius of the site. Appendix A includes a copy of this package and a map of the distribution area.

Newspaper Ad

A newspaper ad was placed in the North Shore News on Wednesday, November 11, 2020 and Wednesday, December 2, 2020. A copy of the ads is included in Appendix A: Notification.

**Attendance:**

21 visitors accessed the virtual PIM web page. The video presentation was viewed 37 times.

The following District staff and project team members supported the virtual public information meeting:

District of North Vancouver:

- Casey Peters, Development Planner

Project Team:

- Davoud Mirtaheri, Baron Projects
- Reza Salehi, Salehi Architect Inc

**Overview:**

The meeting was held in a virtual Public Information Meeting format. Meeting participants could view a video presentation and browse display boards prepared by the project team on the virtual meeting web page. Participants were also provided the opportunity to submit questions and comments to the project team and Development Planner through the virtual meeting web page for a two-week period from November 24 to December 8, 2020. No comments were received regarding the proposal.

**Comment Summary:**

Participants were invited to submit comments until December 8, 2020. No comments were received.

**Conclusion:**

The purpose of this virtual public information meeting was to present to neighbours the proposed OCP amendment and rezoning application and the multi-family residential development concept, and to provide them with an opportunity to ask clarifying questions and comment on the proposal. Approximately 761 invitations were distributed to the surrounding community, and 21 visitors accessed the virtual meeting web page. Two newspaper ads notified the community of the meeting, and a sign was posted on the property. No comments were submitted to the Development Planner.

The public could participate in this process in several ways:

- Viewing the video presentation
- Browsing the display boards
- Submitting written comments and questions to the project team and Development Planner

The meeting length and format was sufficient to provide all participants an opportunity to learn more and submit questions and make the comments they wished to provide within a two-week period. The applicant successfully notified and presented their proposal to the community, and neighbours had ample opportunity to express their views of the proposal.

## Appendix A: Notification

## Newspaper Advertisement: North Shore News

A22 | NEWS WEDNESDAY, NOVEMBER 11, 2020
north shore news TSXV: NSN

## Development Proposal

### REZONING FOR RESIDENTIAL

**95**  
rental units

**2,000**  
Sq ft future parkland

**83**  
parking spaces

#### Virtual Public Info Meeting

**November 24<sup>th</sup> to December 8<sup>th</sup>, 2020**

[DNV.org/public-meeting](http://dnv.org/public-meeting)

This is not a Public Hearing. District of North Vancouver Council will formally consider the proposal at a later date.

#### 1565 - 1589 Rupert Street



WE ARE HERE

EARLY INPUT MEETING

VIRTUAL PUBLIC INFO MEETING

PUBLIC HEARING

➔

**Questions?**

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A design rendering shows how an affordable housing proposal for Orwell Street may look if approved by District of North Vancouver council. The public hearing is slated for Nov. 10. ENR

### DISTRICT LAND USE

## North Van seeks public's say on affordable housing

**BRENT RICHTER**  
TSXV: NSN

On the heels of advancing one affordable housing project, the District of North Vancouver may be looking to clear the way for a few more.

Council voted unanimously Nov. 2 on a motion from Coun. Mathew Bond aimed at taking district-owned land and putting it to use combating the housing crisis.

The district has invested untold thousands of hours of council, staff and volunteer time into debating and creating housing policies and it was time to show some action, Bond said.

"With all this discussion and all this work, I don't think that we've seen the results necessary to address the housing crisis in the District of North Vancouver at both the speed and scale required to provide homes for low- and moderate-income residents in our community," he said.

Bond's motion calls on the district to draw up plans that would allow for rental, affordable or social housing on the land and to seek the community's input on the matter at the same time.

Continued on page 23



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WEDNESDAY, DECEMBER 2, 2020 NEWS | A19

## Bike lane, public art included

Continued from page 6

building's height, increased cars in the area and obstructed views.

While another resident spoke on behalf of the owners of 224 West Esplanade, the building immediately west of the new development, stating they had worries about the impact construction of the new development could have on their existing building, including the building's foundation being undermined, the building settlements that might occur and historic water incursion problems in the area.

The developers responded that the height of the building was in line with the city's official community plan for the site, and that a traffic impact study had already found that the future building would have a very minimal effect on traffic in the area.

The report to council also highlights that the building will be "harmonious with the transition from taller developments directly across Chesterfield to the east, and lower developments to the west," also adding the design will create an "engaging frontage along West Esplanade that includes a pedestrian plaza area."

The development plan has just 32 parking spaces, with two for car share, which raised a red flag for Coun. Don Bell. He voted against the rezoning application, as he believed the development did not have adequate parking or storage facilities.

Meanwhile, Mayor Linda Buchanan and fellow councillors were supportive of the development, with most mentioning

its proximity to transit and the positive increase in rental options it will bring to the Lower Lonsdale area.

"I do think this project actually fulfills many of the policy and guideline directions that the city has," Buchanan said.

"It is part of the housing action plan for us to be able to deliver rental housing and certainly mid-market housing and this project does that."

Coun. Angela Girard said it was a good location for the city to be supporting density, being on an active transportation corridor.

"The Lower Lonsdale area has been developed more recently with predominantly stratified apartment units, and by fusing both market and mid-market rentals into this area, I think will greatly benefit the neighborhood by providing an alternative housing type for working professionals, for families, that may not be able to afford market condos," she said. "In my opinion, the complex offers great indoor and outdoor amenities."

The development will also see the design and construction of a new a bike lane and sidewalk, including street lighting and landscaping, from the development site to Semisch Avenue. On top of this, a public art installation will be installed to jazz up the area.

*Elisa Seiber is the North Shore News' Indigenous and civic affairs reporter. This reporting beat is made possible by the Local Journalism Initiative.*

## Development Proposal

### REZONING FOR RESIDENTIAL

**95** rental units      **2,000** Sq ft future parkland      **83** parking spaces

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#### 1565 - 1589 Rupert Street



#### Questions?

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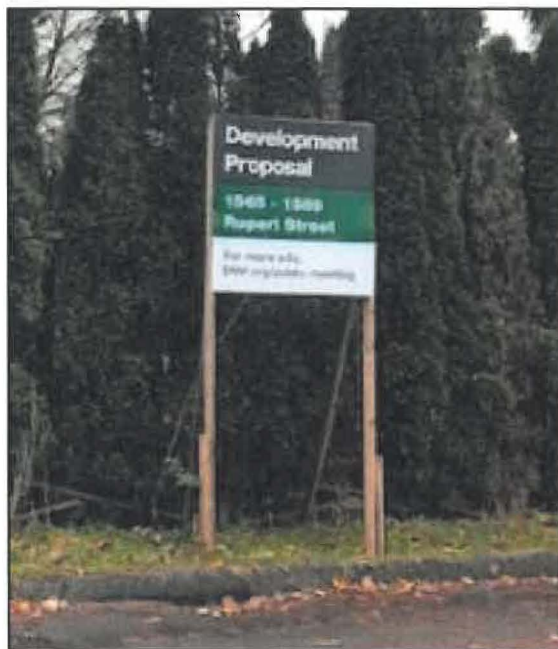


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Notification Sign



Notification Flyer

**Meeting Agenda:**

*The meeting will be virtual at:*

***DNV.org/public-meeting***

*At the meeting you will have an opportunity to  
review a video describing the project location & plans.  
We invite your questions and comments.*

**For further information please contact:**

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Casey Peters         District of North Vancouver  
604-990-2388         petersc@dnv.org

**Notice of Virtual Public  
Information Meeting  
in Your Neighborhood**

Development company **BARON PROJECTS CORP.** is  
hosting a Virtual Public Information Meeting to present  
the development proposal for a **95-rental-units  
residential building at 1565-1589 Rupert Street.**

This information package is being distributed to the owners and  
occupants within 100 meters of the proposed development site in  
accordance with District of North Vancouver policy.

**Virtual Meeting at:**

**DNV.org/public-meeting**

**November 24<sup>th</sup> to December 8<sup>th</sup>, 2020**



### The Proposal:

Development company BARON PROJECTS CORP. proposes to construct a 6-storey rental apartment building at 1565-1589 Rupert Street, at the south-western corner of Rupert Street with Orwell Street.

The proposal is for 95 residential rental units including 20 studio apartments, 42 one-bedroom and one-bedroom plus den units, 30 two-bedroom and two-bedroom plus den units, and 3 three-bedroom units.

20% of the units offer affordable rental. While all units are accessible, 5% include enhanced accessibility design features.

The site will be accessed directly from Rupert Street. Parking will be located in the underground garage. 83 parking places are provided including accessible plots, electric vehicle charging spots, and a car wash. Also, the building includes 160 bicycle secured parking places for residents and 10 for visitors as well as a bicycle maintenance room.

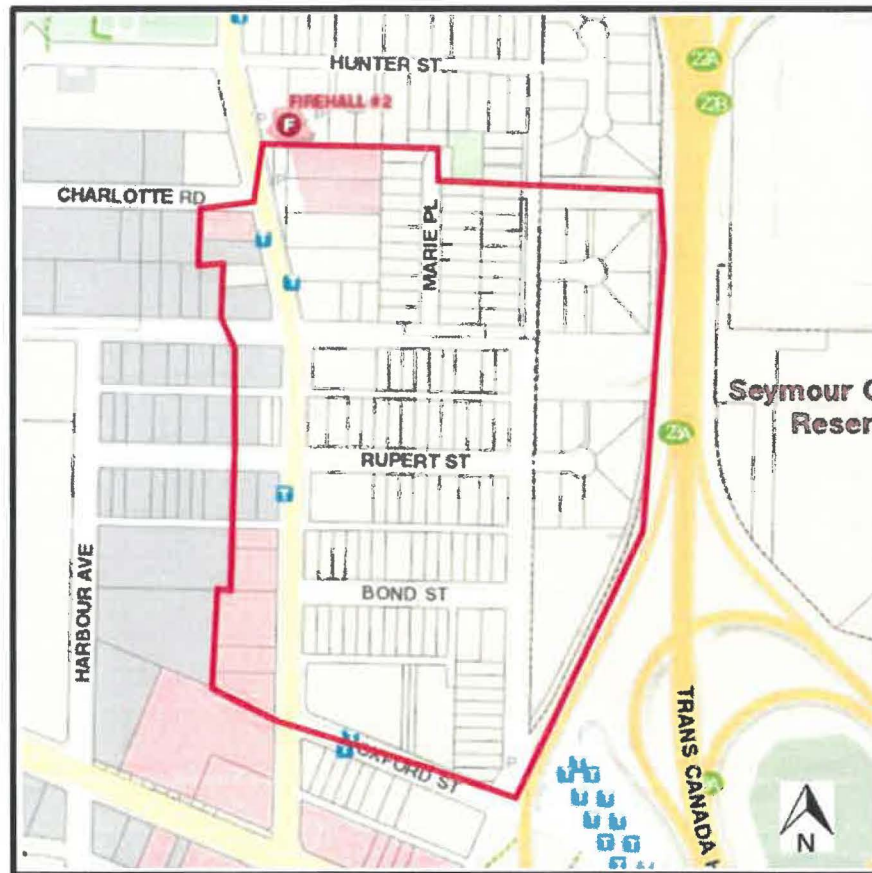
The building offers also generous indoor and outdoor amenities and meets the security and green building design requirements.

*Schematic site plan*



*Artist's illustration of proposed development*

Notification Area Map



100 m mailing radius