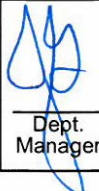
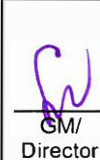


AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>January 8, 2024</u>
<input type="checkbox"/> Other:	Date: _____


Dept.
Manager


GM/
Director

8.1

CAO

The District of North Vancouver REPORT TO COUNCIL

December 5 ,2023
File: 08.3060.20/064.21

AUTHOR: Genevieve Lanz, Deputy Municipal Clerk

SUBJECT: **Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street**

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)" is ADOPTED;

AND THAT "District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)" is ADOPTED;

AND THAT "Housing Agreement Bylaw (Rental Only) 8624, 2023" is ADOPTED;

AND THAT "1541-1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023" is ADOPTED.

BACKGROUND:

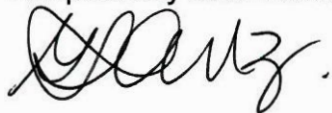
Bylaws 8623, 8622, 8624, 8625 received First, Second and Third Readings on May 15, 2023. A Public Hearing for Bylaws 8623 and 8622 was held and closed on June 13, 2023. Bylaw 8622 received approval from the Ministry of Transportation on October 17, 2023.

The Bylaws are now ready to be considered for Adoption by Council.

Options:

1. Adopt the Bylaws;
2. Give no further Readings and abandon the Bylaws at Third Reading; or,
3. Rescind Third Reading and debate possible amendments to the Bylaws.

Respectfully submitted,



Genevieve Lanz
Deputy Municipal Clerk

SUBJECT: Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

October 16, 2023

Page 2

Attachments:

1. Bylaw 8623
2. Bylaw 8622
3. Bylaw 8624
4. Bylaw 8625
5. Staff Report dated July 10, 2023

REVIEWED WITH:		
<input type="checkbox"/> Community Planning	_____	<input type="checkbox"/> Clerk's Office
<input checked="" type="checkbox"/> Development Planning	<i>DUG YZ</i>	<input type="checkbox"/> Communications
<input type="checkbox"/> Development Engineering	_____	<input type="checkbox"/> Finance
<input type="checkbox"/> Utilities	_____	<input type="checkbox"/> Fire Services
<input type="checkbox"/> Engineering Operations	_____	<input type="checkbox"/> ITS
<input type="checkbox"/> Parks	_____	<input type="checkbox"/> Solicitor
<input type="checkbox"/> Environment	_____	<input type="checkbox"/> GIS
<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 type="checkbox"/> Planning
<input type="checkbox"/> Climate and Biodiversity	_____	
		External Agencies:
		<input type="checkbox"/> Library Board
		<input type="checkbox"/> NS Health
		<input type="checkbox"/> RCMP
		<input type="checkbox"/> NVRC
		<input type="checkbox"/> Museum & Arch.
		<input type="checkbox"/> Other:

The Corporation of the District of North Vancouver

Bylaw 8623

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

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 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)”.

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:
 - i. changing the land use designation of the properties on Map 2 from “Residential Level 5: Low Density Apartment” (RES5) to “Residential Level 6: Medium Density Apartment” (RES6) and “Parks, Open Space, and Natural Areas” (POSNA); and
 - ii. changing the land use designation of the portions of lane allowance on Map 2 to “Residential Level 6: Medium Density Apartment” (RES6) and “Parks, Open Space, and Natural Areas” (POSNA).

READ a first time May 15th, 2023

PUBLIC HEARING held June 13th, 2023

READ a second time July 10th, 2023

READ a third time July 10th, 2023

ADOPTED

Mayor

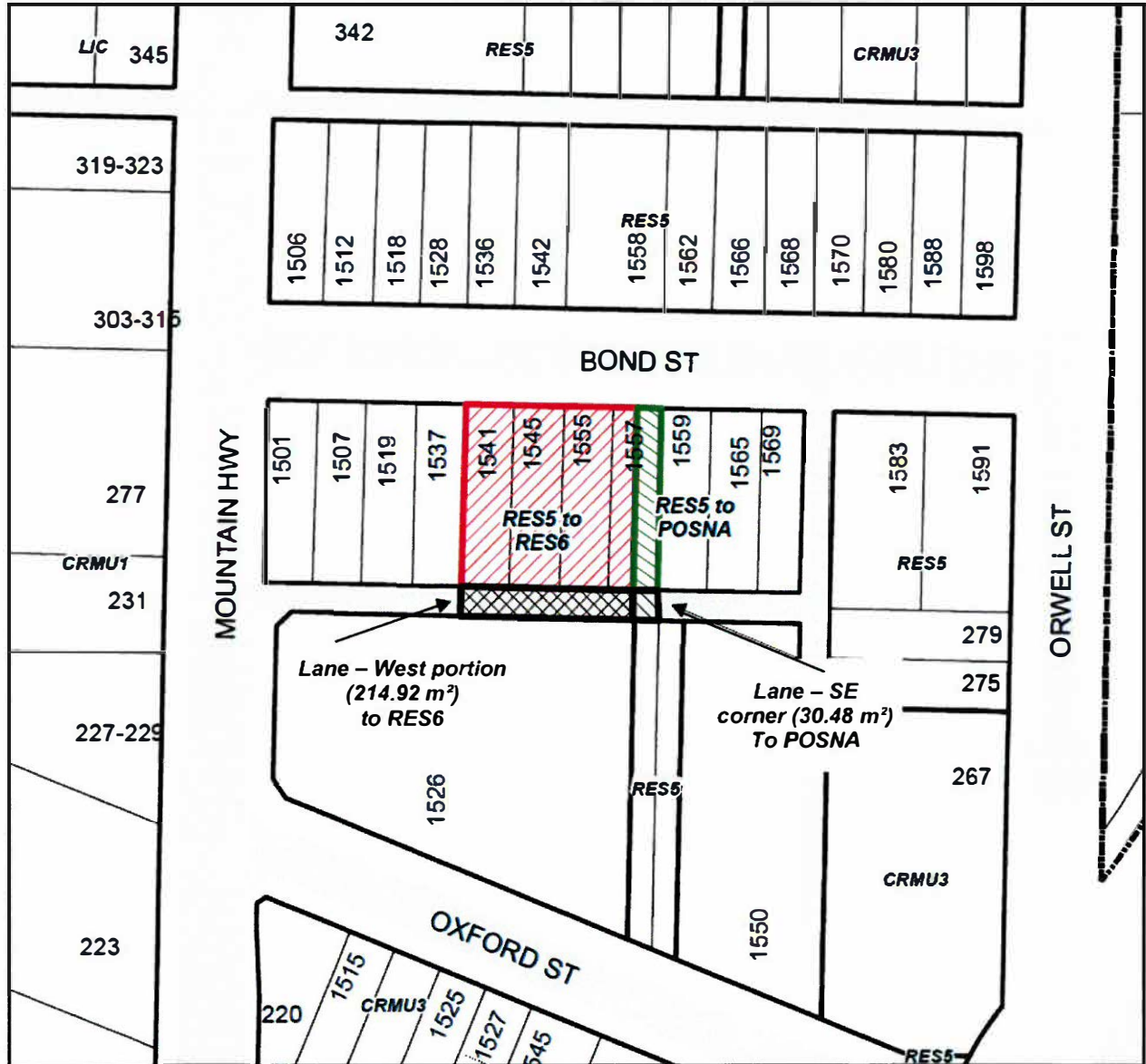
Municipal Clerk





Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8623

District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8623, 2023 (Amendment 48)



- 
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 "Residential Level 6: Medium Density Apartment" (RES6). (1,310.48 m² in area)
- 
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 "Parks, Open Space, and Natural Areas" (POSNA). (5 m wide and 185.92 m² in area)
- 
Map 2 Lane - West (214.92 m² in area) to RES6
- 
Map 2 Lane - SE corner (30.48 m² in area) to POSNA



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The Corporation of the District of North Vancouver

Bylaw 8622

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

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 1425 (Bylaw 8622)”.

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
 - a) Part 2A, Definitions is amended by adding CD 144 to the list of zones that Part 2A applies to.
 - b) Section 301 (2) by inserting the following zoning designation:
 “Comprehensive Development Zone 144 CD 144”
 - c) Part 4B Comprehensive Development Zone Regulations by inserting the following:
 “**4B144 Comprehensive Development Zone 144 CD 144**”

The CD 144 zone is applied to:

- i.) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- ii.) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- iii.) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- iv.) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- v.) the portion of lane allowance,

all as indicated in Schedule A.

4B 144 – 1 Intent:

The purpose of the CD 144 Zone is to permit a residential rental apartment building.

4B 144 – 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 144 – 3 Conditions of use, are met:

Residential use.

4B 144 – 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 144 – 4 Accessory Use:

- a) *Accessory Uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential rental* units.

4B 144 – 5 Density:

- a) The maximum permitted density is limited to a *gross floor area* of 673.2 m² (7,246.3 sq. ft.) and 4 *residential* units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i.) Parking, storage, 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 common laundry facility areas accessory to a residential use up to a maximum of 44 m² (473.6 sq. ft.);
 - iii.) Mechanical and electrical rooms and elevator machine room and associated access corridor(s) located above the flood construction level up to a maximum of 77 m² (900 sq. ft.);
 - iv.) Above grade storage area(s) excluding in-unit storage up to a maximum of 144.2 m² (1,552.2 sq. ft.); and,
 - v.) The floor area of balconies and covered patios.

4B 144 – 6 Amenities:

- a) Despite Subsection 4B144 – 5, permitted density in the CD 144 Zone is increased to a maximum of 4,650.2 m² (50,054 sq. ft.) *gross floor area* and 65 *residential* units if the following conditions are met:
 - i.) A Housing Agreement is entered into securing a minimum of 65 *residential units* of which a minimum of 6 *residential* units are secured to be operated as non-market units;
 - ii.) \$15,000 is contributed to public art; and
 - iii.) \$219,767.12 is contributed to Green Spine linear park construction.

4B 144 – 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:

Table 1	
Setback Location	Minimum Required Setback
North (Bond Street)	2.74 m (9 feet)
East	2 m (6.58 feet)
South	4.88 m (16 feet)
West	2.44 m (8 feet)

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

4B144 – 8 Height:

The maximum permitted height is as follows:

- a) Residential apartment building: height shall not exceed 21 m (69 ft).

4B 144 – 9 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 144 – 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 144 – 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 144 – 12 Parking, Loading and Service Regulations

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

Table 2	
Use	Parking Requirement
Resident	Minimum of 0.33 spaces / unit
Visitor	Minimum of 0.09 spaces / unit
Accessible	Minimum of 5 spaces

- b) The provision of small car parking spaces shall not exceed 35% of the total vehicle parking requirement.
- c) Of the total resident parking requirement, a maximum of one space may be utilized as a car share vehicle parking space.
- d) Bicycle storage is required in accordance with “Table 3”:

Table 3		
Use	Minimum Class 1 (Long Term) – Secure Bicycle Storage	Minimum Class 2 (Short Term) – Bicycle Storage
<i>Residential</i>	1.7 spaces / unit	0.09 spaces / unit

- e) Except as specifically provided in this section 4B 144 -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 lots from Single Family Residential 6000 zone (RS 4) to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lane to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).

READ a first time May 15th, 2023

PUBLIC HEARING held June 13th, 2023

READ a second time July 10th, 2023

READ a third time July 10th, 2023

Certified a true copy of “Bylaw 8622” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on October 17th, 2023

ADOPTED

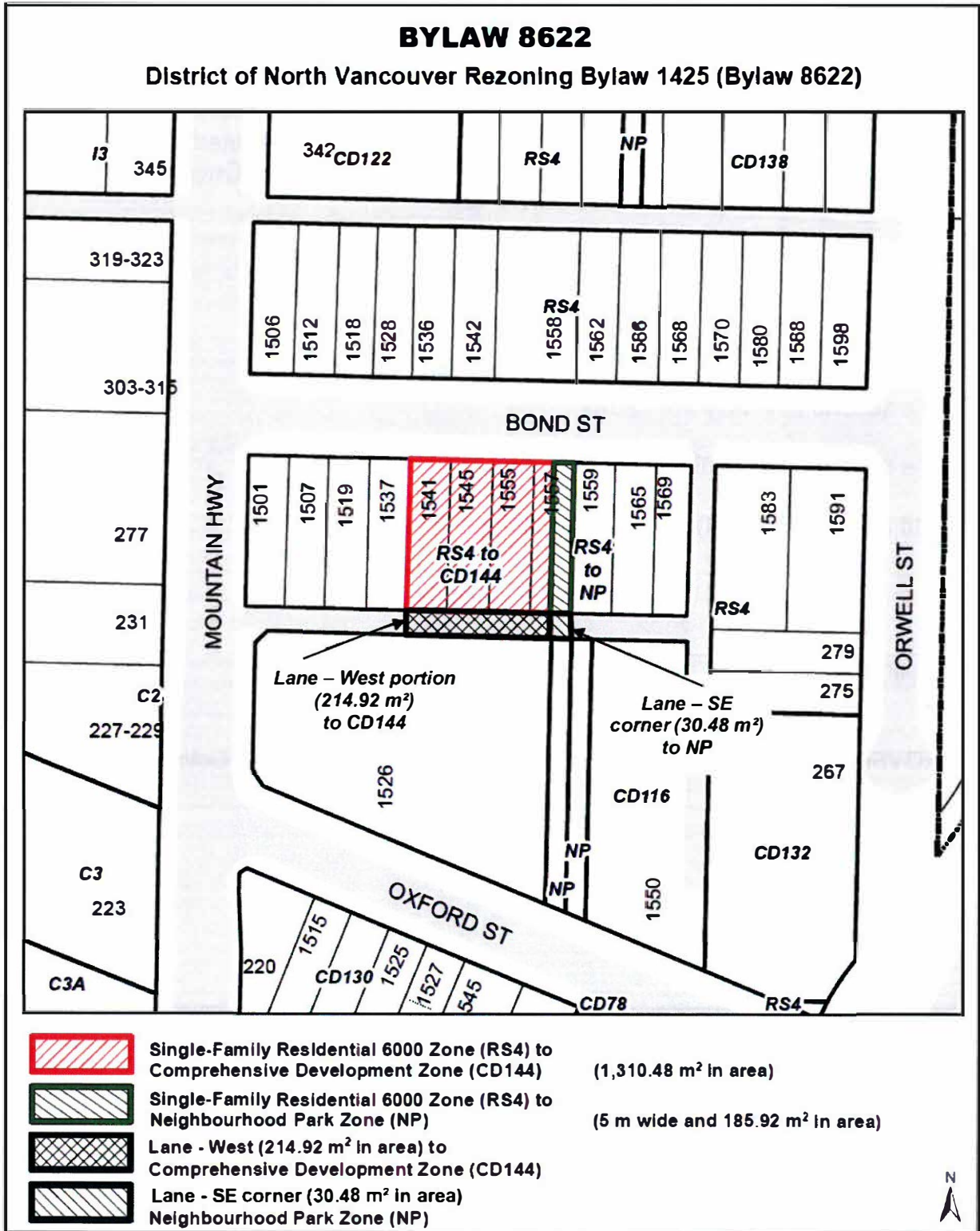
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8622



The Corporation of the District of North Vancouver

Bylaw 8624

A bylaw to enter into a Housing Agreement (1541-1557 Bond Street)

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) 8624, 2023".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Pure Living Bond Street G.P. Ltd. (Inc. No. 1141329) substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold on the sketch plan attached hereto as Schedule "B":

- a) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- b) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- c) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- d) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- e) the portion of closed road.

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 May 15th, 2023

READ a second time July 10th, 2023

READ a third time July 10th, 2023

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8624, 2023

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

PURE LIVING BOND STREET G.P. LTD. (Inc. No. 1141329)
a corporation incorporated under the laws of the Province of British
Columbia with an office at #200 – 50 Fell Street, North Vancouver,
BC V7P 3S2

("Pure Living")

AND:

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

(the "District")

WHEREAS:

- A. Pure Living 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. Pure Living 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 Pure Living 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) 2 studio residential Dwelling Units;
- (ii) 2 one-bedroom residential Dwelling Units;
- (iii) 1 two-bedroom residential Dwelling; and
- (iv) 1 three-bedroom residential Dwelling Unit,

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

(b) “*Annual Allowable Adjustment*” means an increase in the Discounted 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; or
- (iii) the average annual percent increase over the previous calendar year in the rent charged for the market rental units in the Market Rental Units Remainder Parcel of similar size which are occupied at any time during the previous calendar year.

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 Rental Rate*” means for each studio, 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. 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and 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 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 Pure Living 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 the 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 65 Dwelling Units, including the Affordable Rental 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 1425 (No. 8622, 2023); 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 65 Rental Dwelling Units including the Affordable Rental 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 other than a right to continue in possession on a month-to-month basis after the expiry of the initial term).
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 residential tenancy agreements that comply with all of the requirements in sections 7 and 8.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
 - (a) a person meeting the Eligibility Requirements pursuant to a residential tenancy agreement 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 to month-to-month residential tenancy agreement or residential tenancy agreement with a term not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted other than a right to continue in

possession on a month-to-month basis after the expiry of the initial term), where said residential tenancy agreement:

- (a) is entered into by the Owner (or the Society), as landlord, 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 and bicycle storage), require payment of rent or any other consideration directly or indirectly that exceeds the Discounted Rental Rate for the unit, but the tenant may be required to pay:
 - (i) additional consideration for parking and laundry facilities provided that the additional consideration does not exceed the amount charged for a parking stall or for use of laundry facilities 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 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 studio, 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 Rates for the Affordable Rental Units, with said increase not to exceed 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and three-bedroom Affordable Rental Units, as applicable. The Owner acknowledges and agrees that approval of said increase in the Discounted 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 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:

Attention:

(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 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;
 - (b) 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;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - (d) 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)

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

Unit Type	Number of Units	Initial Discounted Rental Rate
Studio	2	\$1,150
1 bed	2	\$1,385
2 bed	1	\$1,795
3 bed	1	\$2,100

SCHEDULE "B" (to Covenant)

STATUTORY DECLARATION

CANADA) IN THE MATTER OF A HOUSING AGREEMENT
) with the District of North Vancouver
PROVINCE OF BRITISH COLUMBIA) ("Housing Agreement")

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

1. That I am the _____ (director, officer, employee) of _____, (the "Owner") the owner of the land legally described as *[insert legal]* and *[make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true]*.
2. This declaration is made pursuant to the Housing Agreement.
3. On _____, _____:
 - (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm's Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm's Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies _____ (*nil if left blank*); and
 - (b) the names and addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.
4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.
5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of _____, _____ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement, except as specifically set out in Schedule B.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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 _____

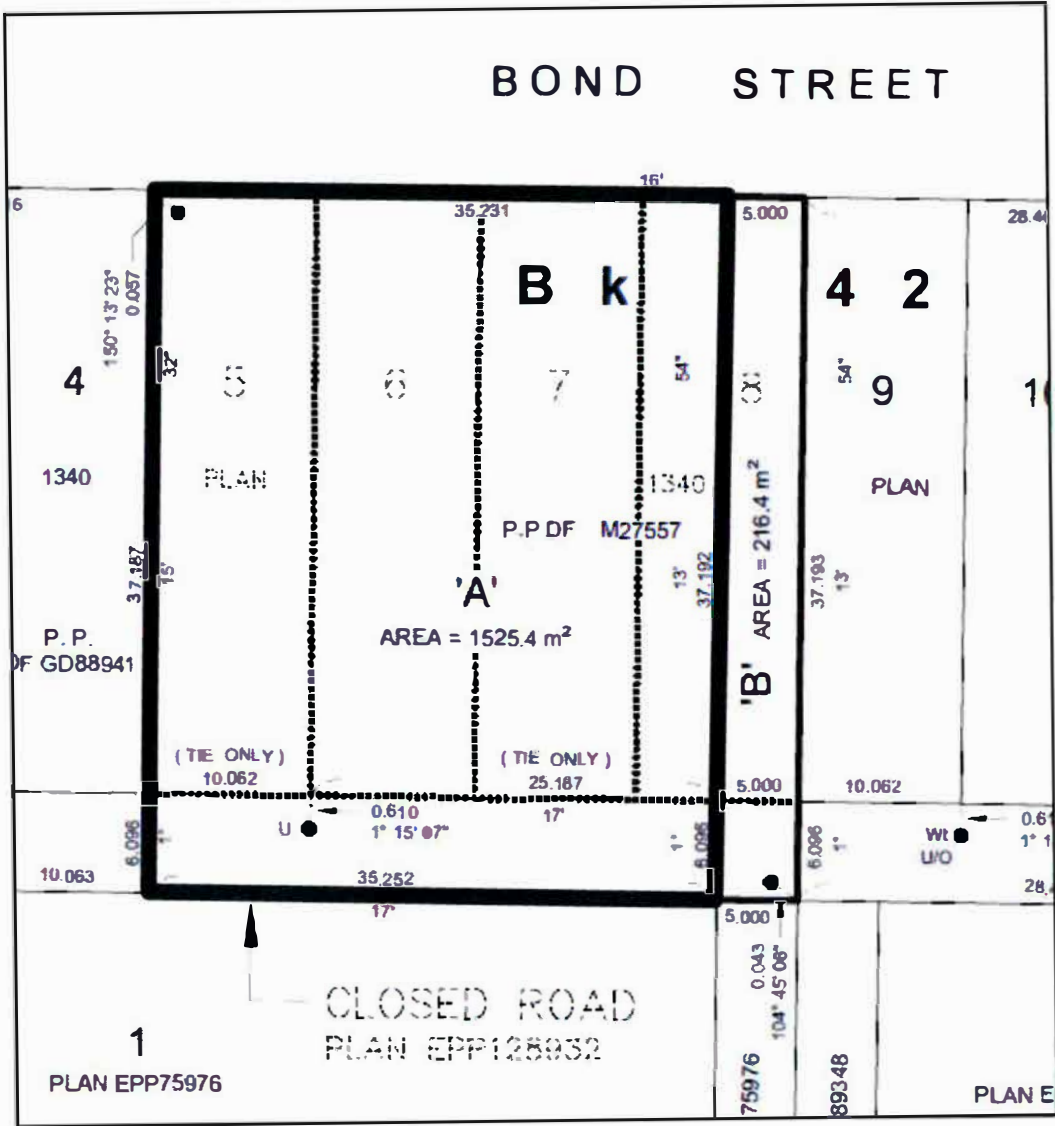
Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

Schedule B to the Statutory Declaration of _____

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

Schedule B to Bylaw 8624, 2023

SKETCH PLAN



The Corporation of the District of North Vancouver

Bylaw 8625

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 “1541-1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023”.

Waiver

- 1) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the site as shown outlined in bold on the attached map (Schedule A), and the development cost charge rates for the Eligible Development are hereby set at zero.
- 2) For the purpose of this Bylaw “Eligible Development” means 6 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 May 15th, 2023

READ a second time July 10th, 2023

READ a third time July 10th, 2023

ADOPTED

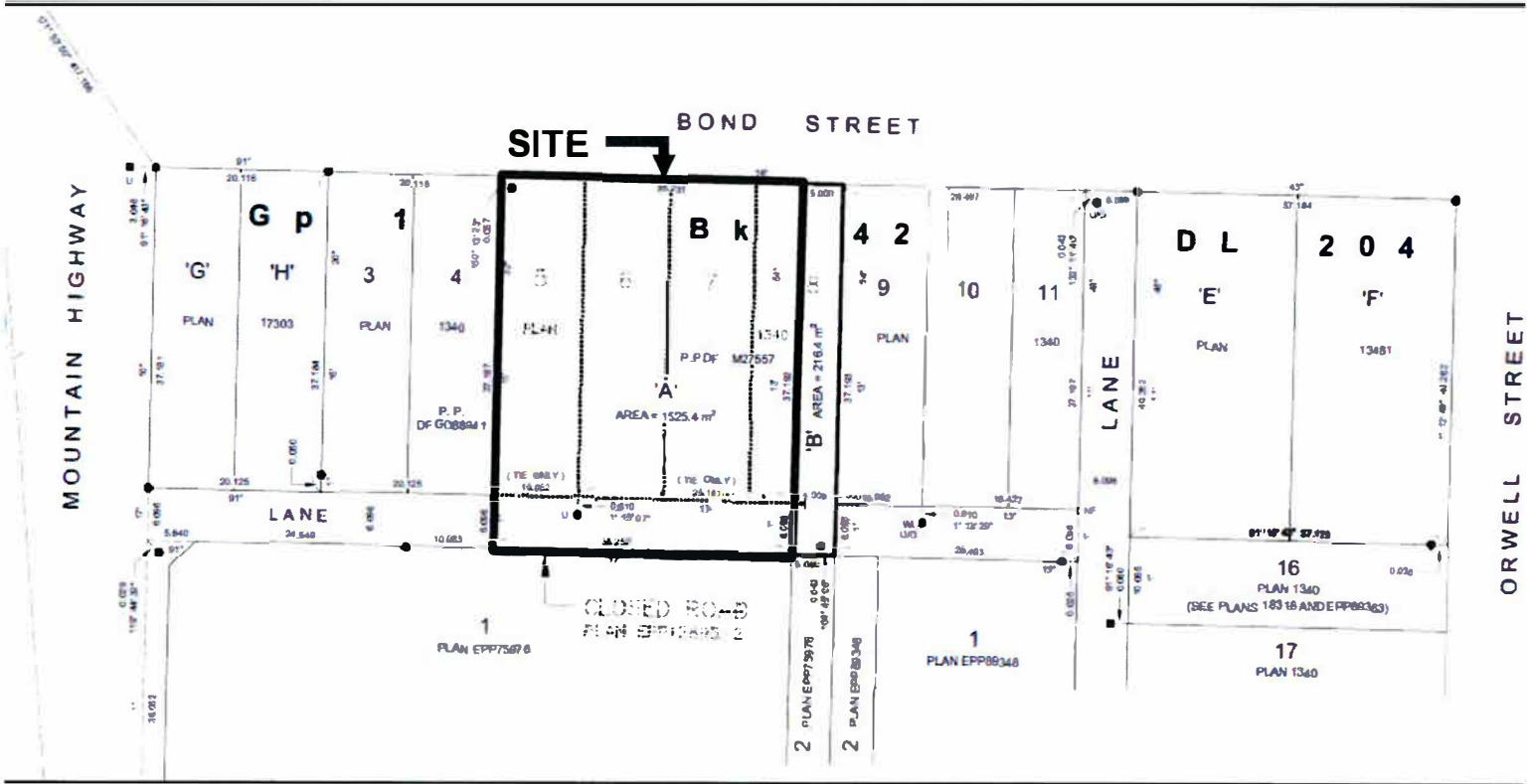
Mayor

Municipal Clerk

Certified a true copy

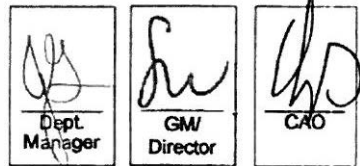
Municipal Clerk

Schedule A to Bylaw 8625



AGENDA INFORMATION

Regular Meeting Date: July 10, 2023
 Other: Date: _____



**The District of North Vancouver
REPORT TO COUNCIL**

June 14, 2023
File: 08.3060.20/064.21

AUTHOR: Genevieve Lanz, Deputy Municipal Clerk

SUBJECT: Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)" is given SECOND and THIRD Readings;

AND THAT "District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw (Rental Only) 8624, 2023" is given SECOND and THIRD Readings;

AND THAT "1541 - 1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaw 8623, 8622, 8624, 8625 received First Readings on May 15th, 2023. A Public Hearing for Bylaws 8623 and 8622 was held and closed on June 13th, 2023.

The bylaws are now ready to be considered for Second and Third Readings by Council.

Options:

1. Give Second and Third Readings to the Bylaws;
2. Give no further Readings and abandon the bylaws at First Reading; or,
3. Debate possible amendments to the bylaws at Second Reading and return Bylaws to a new Public Hearing if required.

Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

June 14, 2023

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Respectfully submitted,



Genevieve Lanz
Deputy Municipal Clerk

Attachments:

1. Bylaw 8623
2. Bylaw 8622
3. Bylaw 8624
4. Bylaw 8625
5. Public Meeting Report dated June 13th, 2023
6. Staff report dated May 2nd, 2023

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 type="checkbox"/> Planning	_____		
<input type="checkbox"/> Climate and Biodiversity	_____				