

HOUSING AGREEMENT

Bylaw No. 2982, 2024

A bylaw to authorize the City of Pitt Meadows to enter into a Housing Agreement

WHEREAS the Council of the City of Pitt Meadows is authorized to enact a bylaw pursuant to Section 483 of the Local Government Act to enter into a Housing Agreement;

AND WHEREAS the City and Metro Vancouver Housing Corporation wish to enter into such an Agreement with respect to the property located at 19085 119B Avenue;

NOW THEREFORE the Council of the City of Pitt Meadows enacts as follows:

1. This Bylaw may be cited as the "Housing Agreement Bylaw No. 2982, 2024".
2. Council authorizes the City to enter into a Housing Agreement, substantially in the form attached hereto as Schedule A, with Metro Vancouver Housing Corporation, in respect to the following land:

PID: 027-242-269

Lot 2 Section 1 Block 5 North Range 1 East New Westminster District Plan BCP32780

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Pitt Meadows to give effect to the Housing Agreement.
4. Schedule A is attached to, and forms part of, this Bylaw.

READ a FIRST, SECOND and THIRD time on [DATE].

ADOPTED on [DATE].

Nicole MacDonald
Mayor

Kate Barchard
Corporate Officer

Schedule A

HOUSING AGREEMENT

(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference [REDACTED], 2024,

BETWEEN:

METRO VANCOUVER HOUSING CORPORATION (Inc. No. BC129319), a British Columbia corporation having its offices at 4515 Central Boulevard, Burnaby, B.C. V5H 0C6

(“**MVHC**”)

AND:

CITY OF PITT MEADOWS, a municipal corporation having its office at 12007 Harris Road, Pitt Meadows, B.C. V3Y 2B5

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement have the meanings set out in Section 1.01;
- B. The City is the registered and beneficial owner of the Lands;
- C. MVHC holds a leasehold interest in the Lands (the “**Leasehold Interest**”) pursuant to a ground lease entered into between the City and MVHC and dated for reference _____, 2024 (the “**Ground Lease**”), which Ground Lease will be registered in the Land Title Office against title to the Lands;
- D. Pursuant to the Ground Lease, MVHC intends to construct a development on the Lands consisting of a building containing approximately 115 residential apartment Dwelling Units, together with resident amenity space and a space for a licensed childcare facility (collectively, the “**Building**”), all to be constructed over an underground parkade (the “**Parkade**”) (collectively, the Building and the Parkade, together with all related improvements, are the “**Development**”);
- E. The Building (other than the space for the childcare facility) is being developed as Rental Housing to address the needs of low to moderate income households (primarily families, seniors, and/or persons with disabilities), and is intended to contain designs that can be adapted to facilitate the ability of such persons to live in the same home or community safely, independently, and comfortably, as they age;
- F. In connection with the City and MVHC entering into the Ground Lease, MVHC has agreed to enter into a housing agreement in favour of the City pursuant to section 483 of the *Local Government Act* to ensure that during the Term: (i) a minimum of thirty percent (30%) of the Rental Units within the Building are occupied by households with incomes at or below housing income limits for the corresponding size of housing unit, as set out in BC Housing’s HILs, or equivalent publication (the “**Eligible Tenants**”) and are rented at rental

rates that do not exceed Affordable Rent; and (ii) all remaining Rental Units within the Building are rented at rental rates that do not exceed Low End of Market Rent;

- G. Section 483 of the *Local Government Act* permits the City to enter into housing agreements for the provision of affordable and special needs housing, which may include conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- H. The City and MVHC wish to enter into this Agreement to provide for the Not-for Profit Rental Housing on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, MVHC and the City covenant and agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

In this Agreement the following words have the following meanings:

- (a) **"Affordable Rent"** means a rental rate that is not greater than thirty percent (30%) of monthly income equivalent to seventy percent (70%) of BC Housing's HILs;
- (b) **"Agreement"** means this Housing Agreement, together with all schedules, attachments hereto;
- (c) **"BC Housing"** means the British Columbia Housing Management Commission or its successor in function;
- (d) **"Building"** has the meaning given in Recital D;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (f) **"Commencement Date"** means the date that is the first day of the month after an Occupancy Permit has been issued by the City for the Building;
- (g) **"Development"** has the meaning given in Recital D;
- (h) **"Dwelling Unit"** means accommodation providing sleeping, washrooms, and kitchens to be used permanently or semi-permanently for a household, but does not include a motor home or a room in a hotel;
- (i) **"Eligible Tenants"** has the meaning given in Recital F;
- (j) **"Ground Lease"** has the meaning given in Recital C;
- (k) **"HILs"** means the "Housing Income Limits" (HILs) table published by BC Housing, or equivalent publication, as such may be amended, updated or replaced from time to time;

- (l) **“Land Title Office”** means the New Westminster Land Title Office;
- (m) **“Lands”** means the lands and premises legally described as:
 - PID: 027-242-269
 - Lot 2 Section 1 Block 5 North Range 1 East New Westminster District Plan BCP32780;
- (n) **“Leasehold Interest”** has the meaning given in Recital C;
- (o) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- (p) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **“Low End of Market Rent”** means a rental rate that is ten percent (10%) less than Market Rent, based on the most recent yearly Market Rent appraisal at the commencement of the tenancing of the Rental Units within the Building;
- (r) **“Market Rent”** means a monthly rent that is generally similar to the rent of other units in buildings of comparable age and amenities in the private (non-subsidized) housing market in Pitt Meadows;
- (s) **“MVHC”** has the meaning ascribed to it on the first page hereof and MVHC’s respective successors in title from time to time as the registered owner from time to time of the Leasehold Interest;
- (t) **“MVHC Personnel”** means any and all of the appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of MVHC from time to time;
- (u) **“Notice”** means a notice filed by the City in the Land Title Office on title to MVHC’s Leasehold Interest pursuant to Section 483(5) of the *Local Government Act*;
- (v) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (w) **“Parkade”** has the meaning given in Recital D;
- (x) **“Rental Housing”** means a Dwelling Unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, in accordance with reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (y) **“Rental Unit”** means a Dwelling Unit used for Rental Housing in accordance with this Agreement;

- (z) **“Strata Property Act”** means the *Strata Property Act*, SBC 1998, c 43, as amended, replaced, restated, or re-enacted from time to time;
- (aa) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Rental Unit; and
- (bb) **“Term”** has the meaning ascribed thereto in Section 2.01.

ARTICLE II. TERM AND NOTICE

Section 2.01 Term

The term (the **“Term”**) of this Agreement will commence on the Commencement Date and will end on the earlier of:

- (a) the date that is sixty (60) years after the Commencement Date; and
- (b) the date of the expiration or earlier termination of the Ground Lease.

In the event of termination of the Agreement based on Section 2.01(a) or Section 2.01(b) this Agreement will automatically terminate and the City will, within ninety (90) days of a written request from MVHC, execute a registrable discharge of the Notice from the title to MVHC’s Leasehold Interest.

ARTICLE III. USE OF RENTAL UNITS

Section 3.01 Use Restrictions

- (a) **Rental Housing** – During the Term:
 - (i) one hundred percent (100%) of the Dwelling Units in the Building will be used, at all times, as Rental Housing;
 - (ii) all Rental Units may only be used and occupied only pursuant to a Tenancy Agreement;
 - (iii) not less than thirty percent (30%) of the Rental Units will be occupied by Eligible Tenants and rented at rental rates that do not exceed Affordable Rent and all remaining Rental Units will be rented at rental rates that do not exceed Low End of Market Rent; and
 - (iv) the selection of which Rental Units will be offered at rates not exceeding Affordable Rent and which Rental Units will be offered at rental rates not exceeding Low End of Market Rent will be determined by MVHC at its sole and absolute discretion.
- (b) **Inquiries** – MVHC hereby authorizes the City to make such inquiries as the City considers necessary in order to confirm that MVHC is complying with the terms and conditions of this Agreement.

ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES

Section 4.01 Indemnity

MVHC will indemnify and save harmless the City and City Personnel from and against all claims, demands, actions, Losses, damages, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the use or occupancy of any Rental Unit; or
- (b) any negligent act or omission of MVHC or MVHC Personnel in connection with the observance or performance of the obligations of MVHC under this Agreement.

Section 4.02 Release

MVHC hereby releases and forever discharges the City and City Personnel, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) the use or occupancy of any Rental Unit;
- (b) any negligent act or omission of MVHC or MVHC Personnel in connection with the observance or performance of the obligations of MVHC under this Agreement.

Section 4.03 Survival of Indemnity and Release

The indemnity in Section 4.01 and the release in Section 4.02 will remain effective, and will survive any modification or termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise, provided that following the expiration of the Term the release and indemnity shall lapse except in respect of any claims, notice of which is provided to MVHC prior to such expiration as a result of a breach by MVHC occurring during the Term.

Section 4.04 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. MVHC acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by MVHC under this Agreement.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Interpretation.

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this “Agreement” and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

Section 5.02 Legislation.

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

Section 5.03 Modification.

This Agreement may be modified from time to time by the consent of MVHC and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and MVHC.

Section 5.04 Time.

Time shall be of the essence of this Agreement.

Section 5.05 No Effect on Rights.

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by MVHC and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve MVHC from complying with any enactment, including in relation to the use or subdivision of the Lands.

Section 5.06 Agreement Runs with the Lands.

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire the Leasehold Interest affected by this Agreement, as amended if applicable.

Section 5.07 Limitation on MVHC’s Obligations.

MVHC is only liable for breaches of this Agreement that occur while MVHC is the holder of the Leasehold Interest, or such applicable portions thereof.

Section 5.08 Partial Discharge.

MVHC and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Rental Units and not to the Parkade or any common property or amenity space or childcare space within the Development. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plan pursuant to the Strata Property Act (British Columbia)) that creates a separate legal parcel or parcels for any of the Parkade, common property or any amenity space or childcare space in the Development, or as a result of the subdivision of the Lands to create a separate legal parcel for the site of the Development, the City will execute in registrable form and deliver to MVHC for filing in the applicable land title office, a discharge of the Notice from title to the parcel so created that does not include any of the Rental Units or any portion thereof.

Section 5.09 Enurement.

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 5.10 Further Assurances.

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

Section 5.11 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

Section 5.12 Severability.

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 unaffected by that holding or by the severance of that part.

Section 5.13 Waiver.

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Section 5.14 Execution in Counterparts & Electronic Delivery.

This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same Agreement, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

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

METRO VANCOUVER HOUSING CORPORATION, by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CITY OF PITT MEADOWS, by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name: