

THE CORPORATION OF THE DISTRICT OF SAANICH

BYLAW NO. 10130

TO AUTHORIZE THE DISTRICT OF SAANICH
TO ENTER INTO A HOUSING AGREEMENT

The Municipal Council of The Corporation of the District of Saanich enacts as follows:

1. It shall be lawful for The Corporation of the District of Saanich to enter into the Housing Agreement between The Corporation of the District of Saanich and Ravine Equities (Nominee) Inc., Incorporation No. BC0795049, substantially in the form set out in Schedule "A", annexed hereto.
2. The Mayor and Corporate Officer of the Municipal Council are hereby authorized and empowered to execute the said agreement under the Seal of The Corporation of the District of Saanich.
3. This Bylaw may be cited for all purposes as the "**HOUSING AGREEMENT AUTHORIZATION BYLAW (SAANICH ROAD), 2025, NO. 10130.**"

Read a first time this day of, 2025.

Read a second time this day of , 2025.

Read a third time this day of , 2025.

Adopted by Council, signed by the Mayor and Corporate Officer and sealed with the Seal of the Corporation on the day of , 2025.

Corporate Officer

Mayor

Schedule "A"

HOUSING AGREEMENT

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

THIS AGREEMENT is made the _____ day of _____, 2024.

BETWEEN:

**THE CORPORATION OF THE
DISTRICT OF SAANICH**

770 Vernon Avenue Victoria, BC V8X 2W7

(the "**Municipality**")

OF THE FIRST PART

AND:

RAVINE EQUITIES (NOMINEE) INC.

Incorporation No. BC0795049

2020 One Bentall Centre, 505 Burrard Street
Vancouver, BC V7M 1M6

(the "**Owner**")

OF THE SECOND PART

WHEREAS

- A. Under Section 483 of the *Local Government Act* the Municipality may, by bylaw, enter into a housing agreement with an owner of land regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in Section 483(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the District of Saanich, British Columbia, having a civic address of 3440 Saanich Road, Victoria, BC and legally described as:

PID: 027-544-257
Lot A Sections 7 and 9 Victoria District Plan VIP85149, Except Part in Plan VIP85154

(the "**Lands**");
- C. The Owner has made application to the Municipality for a Development Permit Amendment DPA00982 to construct a 24-storey, mixed-use development with 318 market rental residential units and six commercial/retail units; and

- D. The Municipality and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to Section 483 of the *Local Government Act*, to ensure that the residential units are secured as rental units for a period of sixty (60) years or the life of the building, whichever is less.

NOW THIS AGREEMENT WITNESSES that pursuant to Section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the parties each agree with the other as follows:

1.0 Definitions

- 1.1 In this Agreement:

“Caretaker Unit” means a Dwelling Unit on the Lands that may be occupied by an owner, operator, manager, or caretaker providing on-site services.

“Dwelling Unit” means a unit, designed, occupied or intended for occupancy, as separate living quarters, with cooking, sleeping and sanitary facilities provided within the Dwelling Unit for the exclusive use of maintaining a household.

"Owner" includes a person who acquires an interest in the Lands and is thereby bound by this Agreement.

2.0 Rental Housing

- 2.1 The Owner covenants and agrees that:

- (a) All Dwelling Units constructed within the 24-storey, mixed-use development on the Lands will only be used as residential rental units for a period of sixty (60) years or the life of the building, whichever is less;
- (b) No Dwelling Unit within the 24-storey, mixed-use development on the Lands shall be rented for any period of time less than thirty (30) days. Without limiting the foregoing, no bed and breakfast or other short-term vacation rental may occur in or with respect to any Dwelling Unit on the Lands; and
- (c) Each of the Dwelling Units within the 24-storey, mixed-use development on the Lands may be occupied only by a tenant, or a relative, caregiver or guest of the tenant and no Dwelling Unit on the Lands shall be occupied by the Owner of the rental unit nor by a parent, spouse, child, sibling, aunt, uncle, niece, nephew, cousin or guest of such Owner.

3.0 Caretaker Unit

- 3.1 Despite sections 2.1, a maximum of one (1) Dwelling Unit on the Lands may be used and occupied as a Caretaker Unit, and the restrictions in sections 2.1(b) and (c) shall not apply to the Caretaker Unit.

4.0 Notice to be Registered in Land Title Office

- 4.1 Notice of this Agreement will be registered in the Land Title Office by the Municipality at the cost of the Owner in accordance with Section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.
- 4.2 The Covenantee will discharge this Notice from title to the Land if Development Permit Amendment DPA00982 is cancelled, provided that:
- (a) The Covenantee has no obligation to discharge until a written request is received from the Covenantor, which includes the registerable form of the discharge;
 - (b) The cost of preparing the discharge and the cost of registering the discharge in the Victoria Land Title Office are paid by the Covenantor; and
 - (c) The Covenantee has reasonable time to execute the discharge.

5.0 GENERAL PROVISIONS

5.1 Notice

If sent as follows, notice under this Agreement is considered to be received

- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing; and
 - (b) on the date of delivery if hand-delivered,
- to the Municipality:

The Corporation of the District of Saanich
770 Vernon Avenue
Victoria, BC V8X 2W7

Attention: Director of Planning
Fax: (250) 475-5430

to the Owner:

Ravine Equities (Nominee) Inc.
2020 One Bentall Centre, 505 Burrard Street
Vancouver, BC V7M 1M6 or;

if a strata, then to the Strata Corporation.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

- (c) a notice sent by the impaired service is considered to be received on the date of delivery, and
- (d) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

5.2 Time

Time is of the essence of this Agreement.

5.3 Binding Effect

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

5.4 Waiver

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

5.5 Headings

The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

5.6 Language

Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

5.7 Cumulative Remedies

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

5.8 Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of

the parties as at the date it is made.

5.9 Further Assurances

Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

5.10 Amendment

The Director of Planning for the District of Saanich may, upon application in writing from the owner, approve a minor variation to any terms and conditions in this agreement, not affecting the overall intent of the Agreement.

5.11 Law Applicable

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

5.12 Coming into Force

This Agreement shall not come into effect and the Notice referred to in Section 4.1 won't be registered until Saanich Council has approved Development Permit Amendment DPA00982.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first written above.

THE CORPORATION OF THE DISTRICT OF)
SAANICH by its Authorized signatory)
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_____)
Angila Bains)
Corporate Officer)

RAVINE EQUITIES (NOMINEE) INC.)
by its Authorized signatory)
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_____)
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