

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

THIS AGREEMENT is made the 9th day of August, 2018.

BETWEEN:

**THE CORPORATION OF THE
DISTRICT OF SAANICH**
770 Vernon Avenue
Victoria, BC V8X 2W7

(the "**Municipality**")

OF THE FIRST PART

AND:

**MANJIT LIDER
KAMALJIT KAUR LIDER**
5630 Alderley Road
Victoria, BC V8Y 1Y1

(the "**Owner**")

OF THE SECOND PART

WHEREAS

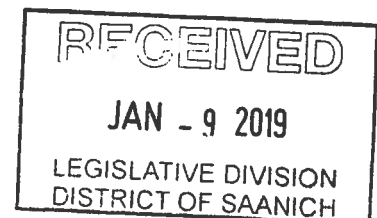
- A. Under Section 483 of the *Local Government Act* the Municipality may, by bylaw, enter into a housing agreement with an owner of land regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in Section 483(2) of the *Local 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 5630 Alderley Road, Victoria, BC and legally described as:

PID: 006-496-172

Legal: Lot 16, Section 39, Lake District, Plan 2349 except Part in Plan 8430

(the "**Lands**");

- C. The Owner has made application to the Municipality to rezone the Lands from the A-1(Rural) Zone to the A-2(Rural – Two Dwellings) Zone in order to retain an existing dwelling on the Lands to provide accommodations for a Resident Farmer;



- 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 Secondary Dwelling Unit on the Lands may only be occupied by a Resident Farmer, and to ensure that only nominal rent is charged for such occupancy.

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

1.0 Definitions

- 1.1 In this Agreement:

"Farm Business" has the meaning assigned in the *Farm Practices Protection (Right to Farm) Act*, R.S.B.C. 1996, c.131;

"Resident Farmer" means a person who is the owner or operator of a Farm Business located on the Lands;

"Secondary Dwelling Unit" means the single family dwelling existing on the Lands prior to the construction of the single family dwelling authorized by Saanich Building Permit No.12788, the location of which is circled in heavy red line on the map attached as Schedule "A" to this agreement;

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

2.0 Restrictions on Occupancy and Rent

- 2.1 The Owner covenants and agrees that:

- (a) The Secondary Dwelling Unit may be occupied only by a Resident Farmer;
- (b) The rent charged for occupancy of the Secondary Dwelling Unit shall not exceed the sum of one dollar (\$1.00) per year.

3.0 Notice to be Registered in Land Title Office

- 3.1 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.

4.0 GENERAL PROVISIONS

4.1 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 or Planning
Fax: (250) 475-5430

to the Owner:

5630 Alderley Road
Victoria, BC V8Y 1Y1

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,

- (a) a notice sent by the impaired service is considered to be received on the date of delivery, and
- (b) 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.

4.2 Time

Time is of the essence of this Agreement.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

4.9 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.

4.10 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.

4.11 Law Applicable

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

4.12 Coming into Force

This Agreement shall not come into effect until Saanich Council has adopted a Zoning Bylaw amendment to rezone the Lands to the A-2(Rural – Two Dwellings) Zone.

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



Municipal Clerk
Angila Bains



MANJIT LIDER



KAMALJIT KAUR LIDER