

AGENDA INFORMATION	
☐ Regular Meeting	Date: _____
☐ Other:	Date: _____


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

June 22, 2026
 Case: PLN2025-00020
 File: 08.3060.20/020.25

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: Bylaws 8779, 8780, 8781 and 8782 – OCP Amendment, Rezoning, Road Closure and Housing Agreement for a Mixed-Use Development at 1246-1268 Lynn Valley Road & 3050-3174 Baird Road (“Lynn Valley Mall” and “Draycott Gardens”)

RECOMMENDATION:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780)” is ADOPTED;

AND THAT “1246-1268 Lynn Valley Road and 3050-3174 Baird Road Highway Closure Bylaw 8781, 2026” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8782, 2026 (1246-1268 Lynn Valley Road)” is ADOPTED.

BACKGROUND:

Bylaws 8779, 8780 and 8781 received first reading on March 16, 2026 ([Staff Report dated February 18, 2026](#))

A public hearing for Bylaws 8779 and 8780 was held and closed on April 14, 2026.

Bylaws 8779, 8780 and 8781 received second and third readings on May 25, 2026. Bylaw 8782 received first, second and third readings on May 25, 2026 ([Staff Report dated May 5, 2026](#)).

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.

SUBJECT: Bylaws 8779, 8780, 8781 and 8782 – OCP Amendment, Rezoning, Road Closure and Housing Agreement for a Mixed-Use Development at 1246-1268 Lynn Valley Road & 3050-3174 Baird Road (“Lynn Valley Mall” and “Draycott Gardens”)

May 26, 2026

Page 2

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachments:

1. Bylaw 8779
2. Bylaw 8780
3. Bylaw 8781
4. Bylaw 8782

REVIEWED WITH:		
☐ Business and Economic	☐ Finance	External Agencies: ☐ Library Board ☐ Museum and Archives ☐ NSEM ☐ NS Health ☐ NVRC ☐ RCMP ☐ Other:
☐ Bylaw Services	☐ Fire Services	
☐ Clerk's Office	☐ Golf	
☐ Climate and Biodiversity	☐ Housing	
☐ Communications	☐ Human Resources	
☐ Community Planning	☐ Integrated Planning	
☐ Development	☐ ITS	
Engineering	☐ Parks	
☐ Development Services	☐ Real Estate	
☐ Engineering	☐ Solicitor	
Infrastructure	☐ Transportation	
☐ Engineering Public		
Works		
☐ Environment		
☐ Facilities		

The Corporation of the District of North Vancouver

Bylaw 8779

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 Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Amend Map 2, the Land Use Map for the District, by changing the land use designation from “Residential Level 5: Low Density Apartment” (RES5) to “Residential Level 6: Medium Density Apartment” (RES6), and by changing the land use designation from “Residential Level 6: Medium Density Apartment” (RES6) to “Commercial Residential Mixed Use Level 2” (CRMU2) for the lands shown on Schedule A of this bylaw;
 - b) Amend Map 4.1, the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area, by adding the lands shown on Schedule B of this bylaw, designating them as a Development Permit Area for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

READ a first time March 16, 2026 by a majority of all Council members.

PUBLIC HEARING held April 14, 2026

READ a second time May 25, 2026 by a majority of all Council members.

READ a third time May 25, 2026 by a majority of all Council members.

ADOPTED by a majority of all Council members.

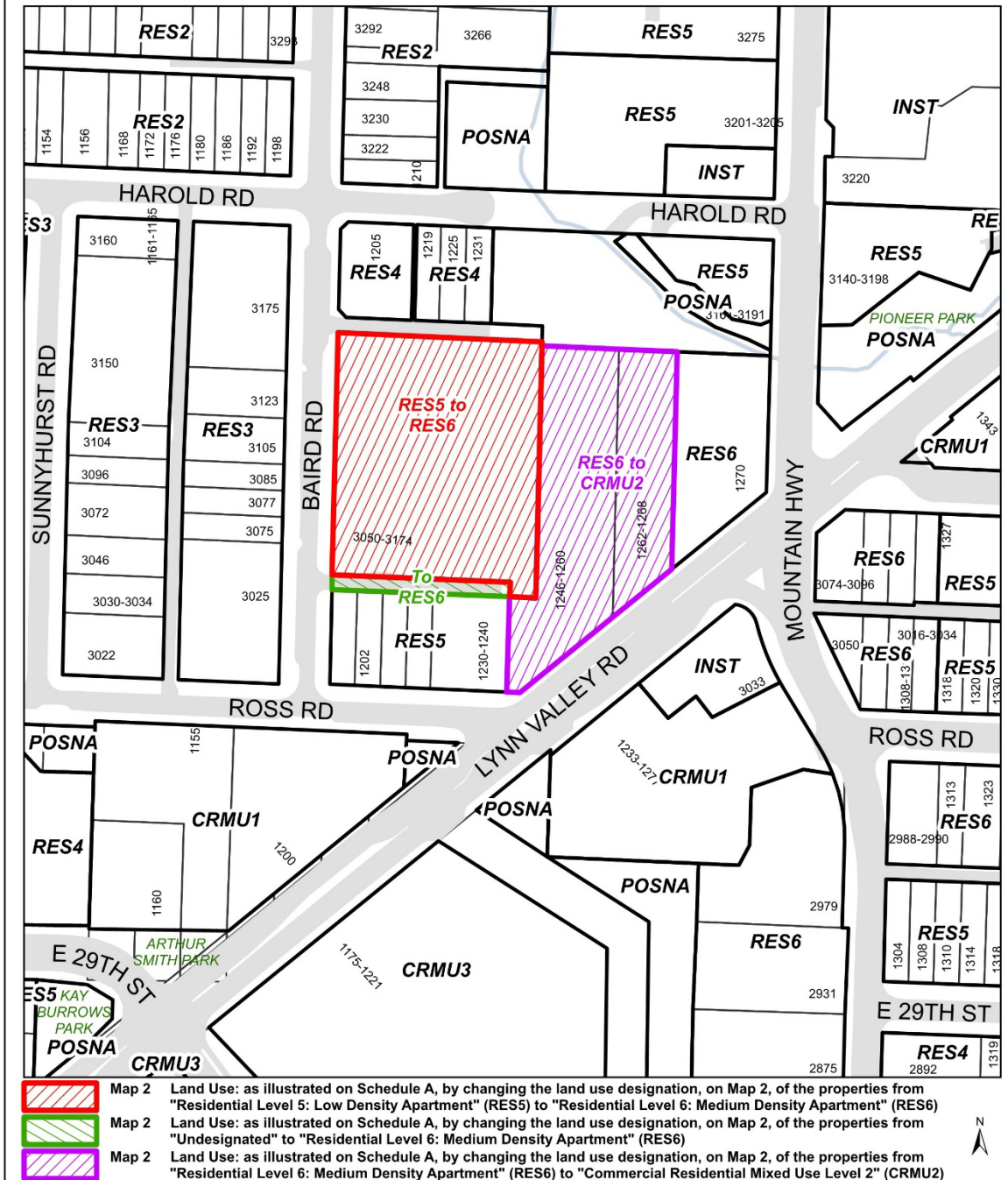
Mayor

Corporate Officer

Schedule A to Bylaw 8779

Schedule A to Bylaw 8779

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)



Schedule B to Bylaw 8779

Schedule B to Bylaw 8779

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)



Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area



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The Corporation of the District of North Vancouver

Bylaw 8780

A bylaw to amend District of North Vancouver Zoning 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 1463 (Bylaw 8780)”.

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

- a) Part 2A, Definitions is amended by adding CD162 to the list of zones that Part 2A applies to.

- b) Part 2A, Definitions is amended by adding the following definition:

“Instructional services” means a commercial establishment providing specialized instruction, training, or certification in specific skills, trades, or subjects. This includes, but is not limited to, professional development, language schools, driver training, and supplemental tutoring or examination preparation. These services are typically provided on a per-course or hourly basis and are distinct from a general curriculum school. This use does not include Fitness Centre, Child Care Facility, School or University.

- c) Section 301 (2) by inserting the following zoning designation:

“Comprehensive Development Zone 162 CD162”

- d) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule A:

“4B 162 Comprehensive Development Zone 162

CD162

The CD162 Zone is applied to:

- I. Lot 3 Block 3 District Lot 2023 Plan 14333 (007-865-473);
- II. Lot 2 Block 3 District Lot 2023 Plan 13905 (007-993-994);
- III. Lot B Block 3 District Lot 2023 Plan 14474 (007-800-614); and
- IV. The parcel south of Lot B

all as indicated in Schedule A of this bylaw.

4B 162 - 1 Intent:

The intent of the CD162 Zone is to permit a mixed-use development including residential and commercial uses.

4B 162 - 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD162 Zone:

a) Uses Permitted Without Conditions:

Not applicable

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 162-3 Conditions of use, are met:

Animal care services, including pet care establishments and veterinarian

Business/office support services

Child care facility

Fitness centre (indoor fitness and sport)

Health service purposes (health care services)

Instructional services

Office use

Personal service

Professional office use

Residential

Restaurant use, including neighbourhood public house with on-site brewing, retail food services, and take-out restaurant

Retail use, including liquor store

Service use

4B 162 - 3 Conditions of Use:

a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following conditions of use are met:

- i.) All aspects of the use are completely contained within an enclosed building except for:

1. Parking and loading areas;
2. Outdoor customer service areas;
3. The display of goods, limited to 5 m² per commercial unit;
4. Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space); and
5. Plazas and park areas.

b) **Animal care services:** Animal care services are only permitted when the following conditions are met:

- i.) Any animal care service must have an outside public entrance, and all noise associated with the keeping of and caring for animals must be contained within the premises.

c) **Restaurant:** Restaurant use is only permitted when the following conditions are met:

- i.) Any Outdoor Customer Service Area must be operationally and physically tied to the principal use premises which it serves; and
- ii.) The size of an Outdoor Customer Service Area shall not exceed 50% of the total gross floor area of the principal use to which the Outdoor Customer Service Area is accessory, or 50% of the number of seats permitted for the principal use to which the Outdoor Customer Service Area is accessory, whichever is the lesser.

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

- i.) Each *residential* dwelling unit has access to private or semi-private outdoor space;
- ii.) Each *residential* dwelling unit has access to a designated storage or bicycle storage space; and
- iii.) Balcony, patio and deck enclosures are not permitted.

4B 162 - 4 Accessory Uses:

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* in *residential* units are permitted.
- c) *Outdoor customer service areas* are permitted.

4B 162 - 5 Density:

- a) The maximum permitted density is 36,083 m² (388,391 sq. ft.).

- b) For the purpose of calculating *gross floor area* the following are exempted:
- i.) Indoor common amenity areas accessory to a residential use, up to a maximum of 557.4 m² (6,000 sq. ft.), as identified in Figure 1;
 - ii.) Parking, storage, mechanical, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall of less than 1.2 m (4 ft) above finished grade;
 - iii.) Rooftop mechanical and electrical areas to a maximum of 100 m² (1,076 sq. ft.) per Building, as identified in Figure 1;
 - iv.) Underground parking access ramps and covered trellis areas, if applicable; and
 - v.) The floor area of unenclosed balconies, roof overhangs and private rooftop terraces.
- c) For the purpose of calculating *gross floor area*, the measurement is to be taken to the outside of sheathing, rather than exterior walls.

4B 162 - 6 Setbacks:

- a) Buildings shall be set back from the property lines to the closest building face as established by development permit and in accordance with Figure 1 and Table 1:

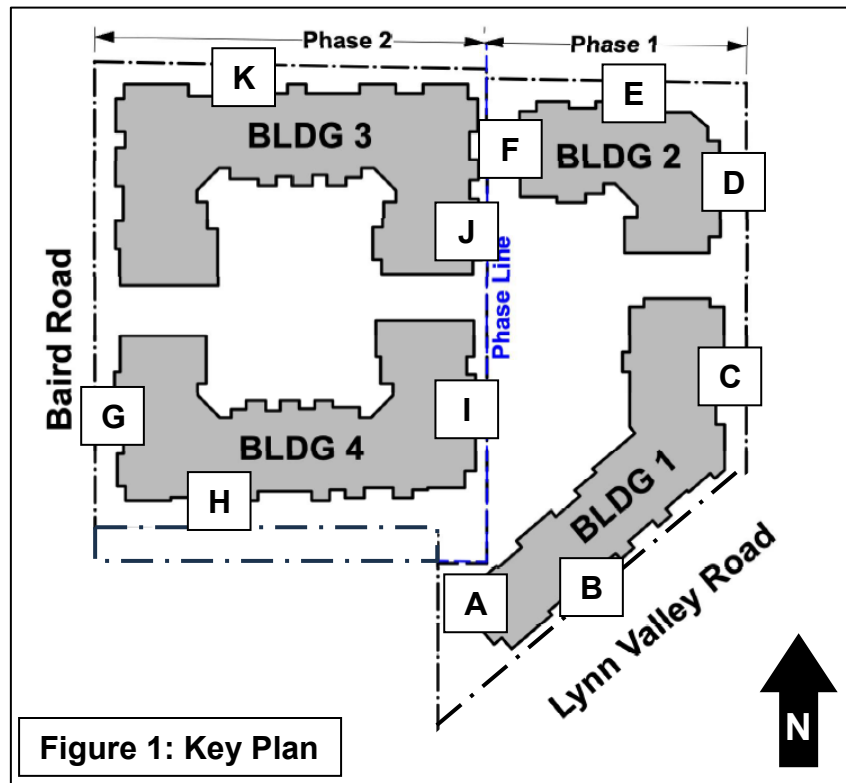


Table 1. Setbacks			
Phase	Identifier (Figure 1)	Building # – Building side	Minimum Required Setback
1	A	Building 1 – west	7.5 m (24.6 feet)
	B	Building 1 – south	1.5 m (5.0 feet)
	C	Building 1 – east	4.5 m (14.8 feet)
	D	Building 2 – east	4.5 m (14.8 feet)
	E	Building 2 – north	4.0 m (13.1 feet)
	F	Building 2 – west	4.5 m (14.8 feet)
2	G	Building 3 and 4 – west	4.5 m (14.8 feet)
	H	Building 4 – south	4.5 m (14.8 feet)
	I	Building 4 – east	1.8 m (6.0 feet)
	J	Building 3 – east	4.0 m (13.1 feet)
	K	Building 3 – north	4.5 m (14.8 feet)

- a) Underground parking structures are excluded from the setback requirement.
- b) Decks, patios, balconies, balcony columns, unit entry stairs, window wells, and roof overhangs and vertical projections and unit entrance canopies to a maximum depth of 1.3 m (4.2 ft) are excluded from the setback requirement.

4B 162 - 7 Height

- a) The maximum permitted height for any building in the CD162 Zone is as follows:

Table 2. Building Height		
Building # (see Figure 1)	Maximum Height Measured from Level 1	Maximum Storeys (above parkade)
Building 1	24.0 m	6 storeys
Building 2	21.0 m	6 storeys
Building 3	21.0 m	6 storeys
Building 4	21.0 m	6 storeys

- b) The following height exemptions shall apply to the CD162 Zone;
 - i.) Rooftop stair enclosures, elevator penthouses, heating, cooling, planter boxes, guard rails and ventilation and mechanical equipment provided they do not extend more than 3.0 metres above the highest point of any roof surface.

4B 162 - 8 Building Coverage:

- a) Building Coverage: The maximum building coverage is 40%.

4B 162 - 9 Building Regulations – Location of Uses:

- a) Within Buildings 1, 2, 3 and 4 (as labelled in Figure 1), uses are permitted in the following locations, as per Tables 3 and 4:

Table 3: Location of land uses permitted in Building 1			
Permitted land uses	Permitted locations		
	Ground floor	Second floor	Third floor and above
Animal care services	Yes	Yes	No
<i>Business / office support services</i>	No	Yes	No
<i>Child care facility</i>	No	Yes	No
<i>Fitness centre</i>	No	Yes	No
<i>Health service purposes</i>	No	Yes	No
<i>Instructional services</i>	No	Yes	No
<i>Office use</i> <i>Professional office use</i>	No	Yes	No
<i>Personal service</i>	Yes	Yes	No
<i>Residential dwelling units</i>	No	No	Yes
<i>Restaurant use</i>	Yes	Yes	No
<i>Retail use</i>	Yes	Yes	No
<i>Service use</i>	No	Yes	No

Table 4: Location of land uses permitted in Buildings 2, 3, 4		
Permitted land uses	Permitted locations	
	Ground floor	Second floor and above
<i>Child care facility</i>	Yes	No
<i>Residential dwelling units</i>	Yes	Yes

4B 162 – 10 Landscaping and Stormwater Management

- a) All land areas not occupied by buildings, patios and driveways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2.0m (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 facilities (garbage, recycling, compost with the exception of temporary, at-grade staging areas) that are not located underground and/or within a building.

4B 162 - 11 Parking, Loading and Servicing Regulations

- a) Vehicle parking is required as per Table 5:

Table 5. Vehicle Parking Requirements	
Land Use and Type of Parking	Minimum Parking Requirements
Vehicle Parking	
Residential Vehicle Parking	<i>(Rates do not include visitor parking)</i>
Strata dwelling units	1 space / strata dwelling unit
Rental dwelling units	0.89 spaces / rental dwelling unit
Residential Visitor Vehicle Parking	
Per dwelling unit	0.10 spaces / dwelling unit
Commercial Parking	1 / 45 m ² gross floor area
Accessible Parking	4.5% of all required parking spaces

- b) Commercial parking is based on a blended rate for all commercial uses.
- c) Commercial parking and residential visitor parking shall be shared.
- d) Bicycle parking is required as per Table 6:

Table 6. Bicycle Parking Requirements	
Class 1 – Long Term	732 spaces, of which 9 must be for commercial purposes
Class 2 – Short Term	51 spaces

- iii.) Except as specifically provided in this Section 4B 162-11, Parking shall be provided in accordance with Part 10 of this Bylaw.”

(End of CD162 Zone)

- e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lots from Multi-Family Residential Zone 3 (RM3) and General Commercial (C2) to Natural Parkland (NPL) and Comprehensive Development Zone CD162.
- f) The Siting Area Map section of the Zoning Bylaw is amended by deleting Plan Section Page R/11 and Plan Section Page C/18.

Severability

3. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time March 16, 2026

PUBLIC HEARING held April 14, 2026

READ a second time May 25, 2026

READ a third time May 25, 2026

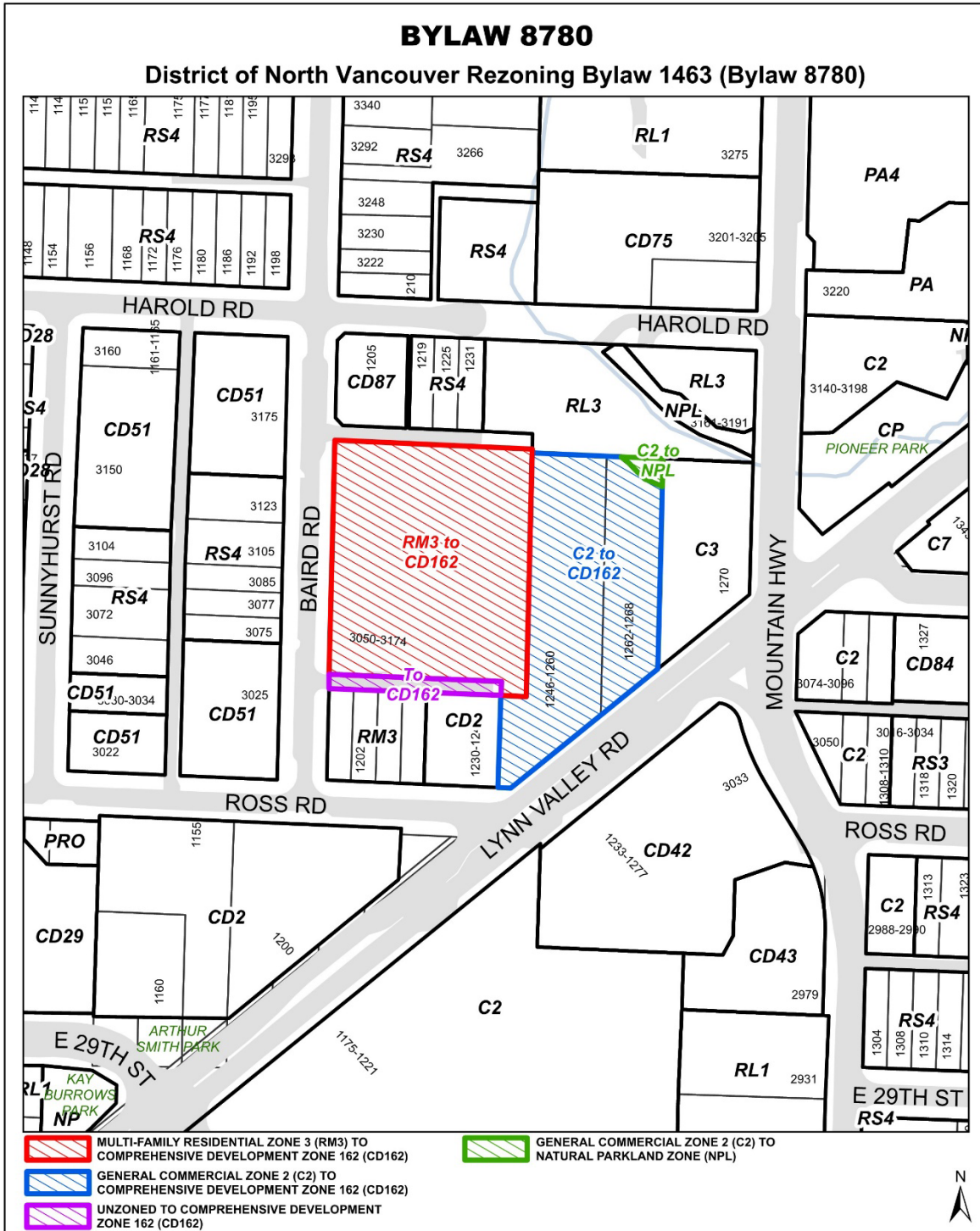
ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8780

Schedule A to Bylaw 8780



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The Corporation of the District of North Vancouver

Bylaw 8781

A bylaw to close and remove highway dedication.

WHEREAS under the *Community Charter* the Council may close to traffic and remove the dedication of a highway; and,

WHEREAS the Council has posted and published notices of its intention to close the highway referred to in this Bylaw and remove its dedication, and has provided an opportunity for persons who consider they are affected to make representations to the Council; and,

WHEREAS the Council does not consider that the closure will affect the transmission or distribution facilities or works of utility operators;

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

1. Citation

This bylaw may be cited as “1246-1268 Lynn Valley Road and 3050-3174 Baird Road Highway Closure Bylaw 8781, 2026”

2. Bylaw to close and remove highway dedication

2.1 The portion of highway dedicated by Plan 3511 shown as Parcel A on Plan EPP151173 attached hereto as Schedule “A” is closed to all types of traffic and the dedication as highway is removed.

2.2 The Mayor and Clerk are authorized to execute and deliver such plans and other documents as are required to effect the aforesaid closure and removal of highway dedication.

3. Severability

If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time March 16, 2026

NOTICE given under Section 94 of the *Community Charter* on March 4, 2026 and March 11, 2026.

OPPORTUNITY for representations to Council provided in accordance with Section 40 of the *Community Charter* on March 16, 2026

READ a second time March 16, 2026

READ a third time March 16, 2026

ADOPTED

Mayor

Corporate Officer

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The Corporation of the District of North Vancouver

Bylaw 8782

A bylaw to enter into a Housing Agreement
(1246-1268 Lynn Valley Road)

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8782, 2026 (1246-1268 Lynn Valley Road)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 396 Ltd., substantially in the form attached to this Bylaw as Schedule A with respect to:
 - a. PID:007-993-994 Lot 2 Block 3 District Lot 2023 Plan 13905; and
 - b. PID:007-865-473 Lot 3 Block 3 District Lot 2023 Plan 14333.

Execution of Documents

3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

Severability

4. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw

READ a first time May 25, 2026

READ a second time May 25, 2026

READ a third time May 25, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8782

SECTION 219 COVENANT and RENT CHARGE HOUSING AGREEMENT (RENTAL HOUSING)

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

POLYGON DEVELOPMENT 396 LTD., 900 – 1333 West
Broadway, Vancouver, BC V6H 4C2

(the "Developer")

AND:

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

(the "District")

WHEREAS:

- A. The Developer 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 "Land");
- 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 subdivision of land;
- C. Section 483 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 Land;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8782, 2026 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land 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 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the Developer 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) “*Air Space Subdivision*” means the proposed air space subdivision of the Land as contemplated by the Air Subdivision Plan which said air space subdivision will create the CRU Air Space Parcel, the Residential Strata Remainder Parcel, and either:
 - (i) the Market and Below Market Rental Airspace Parcel; or
 - (ii) the Market Rental Airspace Parcel and the Below Market Rental Airspace Parcel,
- (b) “*Air Space Subdivision Plan*” has the meaning given to it in the Development Covenant;
- (c) “*At Arm’s Length*” means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement;
- (d) “*Below Market Adjustment*” means an increase or decrease (as applicable) on an annual basis in the Below Market Rental Rate at the commencement of a Subsequent Occupancy of each Below Market Rental Unit, equal to the percent change in the then most current available median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization or a similarly reputable source approved by the District acting reasonably, if such data is no longer available) in the District of North Vancouver primary rental market for 3-bedroom apartments from the commencement date of the First Occupancy of the first Below Market Rental Unit to the commencement of said Subsequent Occupancy;
- (e) “*Below Market Rental Air Space Parcel*” means the residential rental airspace parcel which may be created by the Air Space Subdivision, and

which contains or will contain the Below Market Rental Units, all located in Building 1;

- (f) “*Below Market Rental Rate*” means:
- (i) on the commencement date of the First Occupancy for any Below Market Rental Unit a monthly rental rate that is equal to the rental rate set out in Schedule “A” increased or decreased (as applicable) on an annual basis by the percent change in the then most current available median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization or a similarly reputable source approved by the District, acting reasonably, if such data is no longer available) in the District of North Vancouver primary rental market for 3-bedroom apartments from the referenced date of this Agreement to the commencement date of the First Occupancy of the first Below Market Rental Unit; and
 - (ii) updated again on the commencement date of each Subsequent Occupancy for said Below Market Rental Unit by the Below Market Adjustment; and
 - (iii) increased for each year of a specific tenancy by not more than the annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder,
- (g) “*Below Market Rental Units*” means 32 3-bedroom Dwelling Units in Building 1 as contemplated in section 9 each in the location and satisfying the criteria and requirements set out in the Development Covenant;
- (h) “*Building 1*” and “*Building 2*” have the meanings given to them in the Development Covenant;
- (i) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver all items consumer price index;
- (j) “*CRU*” has the meaning given to it in the Development Covenant;
- (k) “*CRU Air Space Parcel*” means the air space parcel which will be created by the Air Space Subdivision, which said air space parcel would contain all of the commercial retail units located on the Land;
- (l) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CB_____;

- (m) “*Director*” means the District’s General Manager of Planning, Properties and Permits and his or her designate;
- (n) “*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;
- (o) “*Eligibility Requirements*” means:
 - (i) aggregate annual household gross income that is within the Middle Income range published from time to time by British Columbia Housing Management Commission (BC Housing) or a successor or replacement entity (but if BC Housing or a successor or replacement entity ceases to exist then such eligibility requirement means aggregate annual household gross income that does not exceed the 75th income percentile for families with children in BC, as determined by BC Housing (or by a successor or replacement entity) from time to time (for 2026, this figure is \$212,240.00), 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 over the age of 17 who will reside in the Below Market Rental Unit; and
 - (ii) a household size and composition that is commensurate with and justifies the size of the subject Below Market Rental Unit;
- (p) “*Eligible Person*” means a person meeting the Eligibility Requirements or who is a Returning Tenant;
- (q) “*First Occupancy*” means the first occupancy of each Below Market Rental Unit pursuant to residential tenancy agreements in accordance with section 10, which said First Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (r) “*LTO*” means the Vancouver Land Title Office and any successor of that office;
- (s) “*Land*” has the meaning given to it in Recital A hereto until the date upon which the Air Space Subdivision is deposited and fully registered at the LTO and after such date Land means either (i) the Market and Below Market Rental Airspace Parcel, or (ii) the Market Rental Airspace Parcel and the Below Market Rental Airspace Parcel;
- (t) “*Market and Below Market Rental Air Space Parcel*” means the residential rental airspace parcel which will be created by the Air Space Subdivision

and which contains or will contain the Market Rental Units and the Below Market Rental Units, all located in Building 1;

- (u) *"Market Rental Air Space Parcel"* means the residential rental airspace parcel which may be created by the Air Space Subdivision, and which contains or will contain the Market Rental Units, all located in Building 1;
- (v) *"Market Rental Units"* means all of the Dwelling Units located in Building 1 which are not Below Market Rental Units, each in the location and satisfying the criteria and requirements set out in the Development Covenant;
- (w) *"Master Development Plan"* has the meaning given to it in the Development Covenant;
- (x) *"Owner"* means the Developer or a successor in title to the Developer, and any other person or persons registered in the LTO as owner of the Land from time to time thereafter, whether in that person's own right or in a representative capacity or otherwise;
- (y) *"Proposed Development"* means the proposed development of the Land as contemplated by Development Permit No. _____ and by the Development Covenant;
- (z) *"Rental Units"* means the 64 Dwelling Units which together comprise the Market Rental Units and the Below Market Rental Units;
- (aa) *"Residential Strata Remainder Parcel"* means the residential strata remainder parcel which will be created by the Air Space Subdivision, and which contains or will contain strata titled dwelling units all located on Building 2;
- (bb) *"Residential Tenancy Act"* means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof, and includes all regulations made thereunder;
- (cc) *"Residential Tenant Relocation Assistance Commitments"* has the meaning given to it in the Development Covenant;
- (dd) *"Returning Tenant"* means a former tenant of a Prior Unit who is eligible for a right of first refusal for a Replacement Rental Unit under the Residential Tenant Relocation Assistance Commitments;
- (ee) *"Subdivided"* means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other 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) or by way of fractional interests, leases or otherwise;

- (ff) “*Subsequent Occupancy*” means any occupancy of a Below Market Rental Unit after the First Occupancy pursuant to residential tenancy agreements in accordance with section 10, which said Subsequent Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (gg) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780); and
- (hh) “*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 Units** – The Owner covenants and agrees with the District that:

- (a) Building 1 will contain the Rental Units;
- (b) the Below Market Rental Units must be designed and constructed to the same standard, in terms of workmanship and materials, as all of the other Rental Units in Building 1; and
- (c) the Owner shall, at the Owner’s expense, apply for Approving Officer approval of the Air Space Subdivision and, upon obtaining said Approving Officer approval, the Owner will do everything necessary, at the Owner’s expense, to fully register the approved air space plan at the LTO.

3. **Partial Discharge** – At the request of the Developer and at the Developer’s sole expense, the District will deliver to the Developer discharge(s) in registrable form discharging this Agreement (including a discharge of the section 219 covenant and notice of housing agreement referred to in section 18) from all of the Land other than the Market and Below Market Rental Air Space Parcel, the Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel, as applicable, provided that:

- (a) the Air Space Subdivision Plan is deposited and fully registered at the LTO;
- (b) the Director is satisfied that the Developer has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Units, Building 1, the Market and Below Market Rental Air Space Parcel (or the Market Rental Air Space Parcel and the Below Market rental Air Parcel, if applicable);

- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Market and Below Market Rental Airspace Parcel, the Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel, as applicable, in favour of the District in priority to all financial charges; and
 - (d) after said partial discharge has been registered at the LTO every reference herein to the Land shall be deemed to be a reference to the Market and Below Market Rental Air Space Parcel, the Market Rental Airspace Parcel or the Below Market Rental Air Space Parcel, as applicable.
- 4. **No Subdivision** – The Market and Below Market Rental Air Space Parcel, once created, and any improvements from time to time therein or thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise. For the avoidance of any doubt, nothing contained in this Section will prevent the Owner from subdividing the Land by the Air Space Subdivision to create the Market and Below Market Rental Airspace Parcel, Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel.
- 5. **General Restrictions on Use and Occupation**
 - (a) No part of the Land may be used or built upon and no buildings or structures on or to be built upon the Land shall be used or occupied unless the Owner is in full compliance with its obligations hereunder.
 - (b) Building 1 must contain only the Rental Units and the CRUs.
- 6. **Use of Market Rental Units** – The Market Rental Units may not be used for any purpose whatsoever save and except for the purpose of providing rental housing to persons pursuant to 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, other than a right to continue in possession on a month-to-month basis after expiry of the initial term).
- 7. **Use of Below Market Rental Units** – The Below Market Rental Units must not be used for any purpose whatsoever save and except for the purpose of providing below market rental housing in accordance with this Agreement and all applicable laws, including, without limitation, residential tenancy laws in British Columbia. The Owner must make commercially reasonable efforts to keep the vacancy rate in relation to the Below Market Rental Units equal to or less than the vacancy rate in relation to the Market Rental Units.

8. **Location of Below Market Rental Units** – On the date that an occupancy permit is issued for Building 1 each of the Below Market Rental Units must be located as set out in the Development Covenant.
9. **Occupancy Restriction** – No Below Market 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 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, other than a right to continue in possession on a month-to-month basis after expiry of the initial term) between, as landlord, the Owner and, as tenant, a person who meets the Eligibility Requirements and who is At Arm's Length from the Owner, where said tenancy agreements comply with all of the requirements of section 10; 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.

Notwithstanding the foregoing, in the event that an existing tenant who initially met the Eligibility Requirements ceases to meet those requirements (the "Occupancy Non-Compliance"), the Owner may request in writing that the Director postpone for a period of time requested by the Owner all enforcement of this Agreement in relation to the said Occupancy Non-Compliance, including without limitation postponement of the exercise of the District's rights and remedies under section 16 herein. Such written request must be received by the Director not more than 30 days after the Owner becomes aware of the Occupancy Non-Compliance. The Director's acceptance must be in writing addressed to the Owner, and must set out the date upon which the accepted postponement will expire. If the Director accepts the Owner's request, as above, then the said Occupancy Non-Compliance will not be treated as a breach of this Agreement until the expiry of the postponement period. For greater certainty, the right to request postponement of enforcement in relation to an Occupancy Non-Compliance may be exercised only by the Owner, and does not grant any right whatsoever to any tenant(s) in any of the Rental Units.

10. **Tenancy Agreements** - The Owner shall not suffer, cause or permit occupancy of any Below Market Rental Unit except pursuant to a residential tenancy agreement that:
 - (a) does not, in relation to any Below Market Rental Unit, require payment of rent or any other consideration for the Below Market Rental Unit directly or

indirectly that exceeds the Below Market Rental Rate for the unit, but the tenant may be required to pay:

- (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:
 - (A) for a storage locker/bicycle storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the Market Rental Units;
 - (B) for a parking stall/bicycle storage locker: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the Market Rental Units; and
 - (C) for submetered utilities consumed in the Below Market Rental Units, provided that the rate for submetered utilities does not exceed the rate charged from time to time for submetered utilities to tenants in the Market Rental Units and the same submetered utilities methodology is applied to the Below Market Rental Units and 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;
- (b) does not require the rent to be prepaid at an interval greater than monthly;
- (c) 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;
- (d) 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
- (e) contains a provision that, if the tenant ceases to qualify for the Below Market Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1, or any renumbering thereof, of the *Residential Tenancy Act*.

11. Rental Application Process – The Owner must:

- (a) accept applications for residential occupancy of the Below Market 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 Below Market 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 Below Market Rental Units 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.
12. **Relaxation of Arm's Length Requirement** – The provisions in this Agreement that require a tenant to be At Arm's Length may be relaxed by the Director, in his or her sole discretion, 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 section 12 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.

General Provisions

13. **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 the Below Market Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Below Market Rental Units.
14. **Statutory Declaration** – Within thirty 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 under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

15. **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 Land is occupied in breach of this Agreement, the Owner must pay the District \$200.00 (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 15(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 15(a) is due and payable to the District in accordance with subsection 15(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.

16. **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 Land in accordance with this Agreement.

17. **Modification Procedure** – Minor modifications to this Agreement may be considered and approved by the Director in his or her discretion. The Director in his or her discretion shall determine whether or not a proposed modification is “minor”. All approvals must be in writing.

18. **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 Land; 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 Land in perpetuity.
19. **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 any enforcement, modifications or discharges and partial discharges of this Agreement or any agreements contemplated in this Agreement from time to time.
20. **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 "Land" 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 their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, 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 performed, 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 performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
21. **Notice** – Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
- (a) to the Owner at:

900 – 1333 West Broadway
Vancouver, BC V6H 4C2

Attention: •
 - (b) to the District at:

355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: GM, Planning, Properties, and Permits

Any notice sent by registered mail will be deemed to have been received five business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

22. **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.
23. **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.
24. **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.
25. **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, duties 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 Land;
 - (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 Land; or

- (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
26. **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).
 27. **Covenant Runs With the Land** - 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 Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is consolidated (including by the removal of interior parcel boundaries) by any means.
 28. **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 Land.
 29. **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.
 30. **Limitation on the Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
 31. **Further Acts** - the Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
 32. **Joint Obligations of the 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.
 33. **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.

34. **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.
35. **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.
36. **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 Section 219 Covenant
Below Market Rental Rate

Rental rate \$3462.00

Schedule "B" to Section 219 Covenant

Statutory Declaration

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

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

1. That I am the Owner of the Land legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the _____ (director, officer, employee) of 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 in respect of the Land.
3. For the period from _____, _____ to _____, _____, all Below Market Rental Units on the Land were occupied by Eligible Persons, as that term is defined in the Housing Agreement, whose names and addresses appear below, pursuant to residential tenancy agreements complying with the Housing Agreement.

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

4. 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

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