



# City of Port Moody

## Bylaw No. 3480

A Bylaw to authorize Council to enter into a Housing Agreement pursuant to section 483 of the *Local Government Act* for property at 3180-3190 St. Johns Street and 81-89 Moray Street.

The Council of the City of Port Moody enacts as follows:

### 1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Housing Agreement Bylaw, 2024, No. 3480 (3180-3190 St. Johns Street and 81-89 Moray Street) (Market and Below-Market Rental)”.

### 2. Authorization

- 2.1 Council hereby authorizes the agreement, substantially in the form attached hereto as Schedule “A” between the City of Port Moody and Anthem LMV Tri-City Holdings Ltd. with respect to the following lands:

LOT 3, PLAN NWP36030, DISTRICT LOT 235, NEW WESTMINSTER DISTRICT, GROUP 1, EXCEPT PLANS NWP71041 AND EPP1930  
PID: 003-014-207

### 3. Execution of Documents

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

### 4. Attachments and Schedules

- 4.1 The following schedule is attached to and forms part of this Bylaw:
  - Schedule A – Section 219 Covenant – Housing Agreement – Market and Below Market Rental – Anthem LMV Tri-City Holdings Ltd.

### 5. Severability

- 5.1 If a portion of this Bylaw is found invalid by a court, it will be severed, and the remainder of the Bylaw will remain in effect.

**Read a first time** this 24<sup>th</sup> day of September, 2024.

**Read a second time** this 24<sup>th</sup> day of September, 2024.

**Read a third time** this 24<sup>th</sup> day of September, 2024.

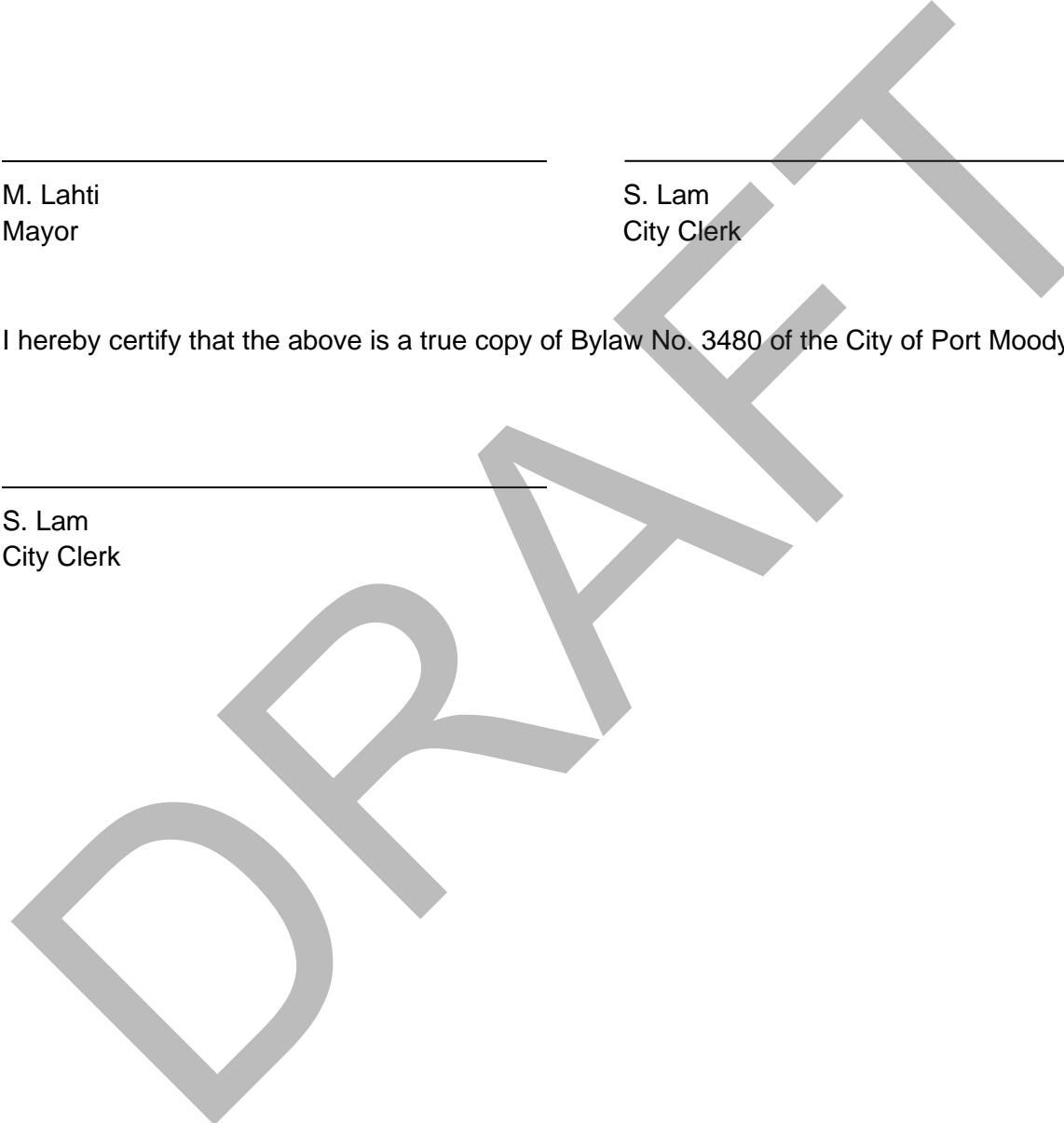
**Adopted** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
M. Lahti  
Mayor

\_\_\_\_\_  
S. Lam  
City Clerk

I hereby certify that the above is a true copy of Bylaw No. 3480 of the City of Port Moody.

\_\_\_\_\_  
S. Lam  
City Clerk



## Schedule A to Bylaw No. 3480

**TERMS OF INSTRUMENT – PART 2**  
**HOUSING AGREEMENT**

**(Pursuant to Section 483 of the *Local Government Act* and  
Section 219 of the *Land Title Act*)**

This Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is:

BETWEEN:

**ANTHEM 3180 ST. JOHNS HOLDINGS LTD. (INC.NO. BC1074750)**, a company incorporated under the laws of the Province of British Columbia having an office at Suite 1100 Bentall IV Box 49200, 1055 Dunsmuir Street, Vancouver, BC V7X 1K8

(the “**Developer**”)

AND:

**THE CITY OF PORT MOODY**, a municipality incorporated under the *Local Government Act*, having its office at 100 Newport Drive, Port Moody, BC V3H 5C3

(the “**City**”)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and note on title to the lands, housing agreements which may include, without limitation, conditions with 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;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land, construction on land or subdivision of land;
- C. The Developer is the registered owner of the Lands (as hereinafter defined);
- D. The Developer proposes to develop the Lands and construct thereon a residential building (the “**Development**”), which is designated as Tower on the plans and specifications attached hereto as Schedule “B”, and which is referred to herein as the “Tower”;
- E. The Developer intends to include in the Tower a commercial component (the “**Commercial Component**”), a market rental component containing 115 market rental housing units (the “**Market Rental Component**”), and an affordable rental component containing the Affordable Housing Units (as defined herein) (the “**Affordable Rental Component**”);

## Schedule A to Bylaw No. 3480

- F. The Developer intends to subdivide the Lands by the deposit of an air space parcel plan (the “**ASP Plan**”);
- G. Upon the deposit of the ASP Plan, the portion of the Lands that contains, or that is intended to contain, the Commercial Component, the Market Rental Component and the Affordable Rental Component shall be wholly contained within a single distinct air space parcel;
- H. The City adopted Housing Agreement Bylaw, 2024, No. 3480, authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- I. The Developer and the City wish to enter into this Agreement to provide for affordable housing in the Affordable Rental Component and market rental housing in the Market Rental Component and to restrict the use of, and construction on, the Lands, all 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 mutual promises contained herein and in consideration of the payment of \$10.00 by the City to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a Housing Agreement under section 483 of the *Local Government Act*, section 219 of the *Land Title Act* and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement:

“**Affordable Housing Units**” means the thirteen (13) Units in the Development which are made available for rent for households considered low-income by the Housing Income Limits (HILs) applicable to the geographic location of Port Moody as published by BC Housing on an annual basis at the time of occupation;

“**Agreement**” means this Housing Agreement/Section 219 Covenant;

“**BC Housing**” means the British Columbia Housing Management Commission, or its successor in function;

“**Building**” means the 12-storey residential building to be built on the Lands, which will contain the Affordable Housing Units as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

“**City**” and “**City of Port Moody**”, means the City of Port Moody and is called the “City” when referring to the corporate entity and “City of Port Moody” when referring to the geographic location;

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**“City Personnel”** means any and all of the City’s elected officials, board members, officers, directors, employees, and agents;

**“CMHC”** means Canada Mortgage and Housing Corporation, or its successor in function;

**“CPI”** means the means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;

**“Developer”** means the party described on page 1 of this Agreement as the Developer and any subsequent owner of the Lands or of any part into which the Lands are Subdivided containing the Affordable Housing Units, and includes any person who is registered owner in fee simple of an Affordable Housing Unit from time to time;

**“Development”** has the meaning ascribed thereto in Recital D;

**“Development Permit”** means the development authorization form issued by the City authorizing development of the Lands, more specifically identified as Development Permit No. \_\_\_\_, as the same may be amended from time to time;

**“Eligible Tenant”** means a Tenant having a cumulative annual household income of:

- (a) in respect to a studio or one-bedroom Affordable Housing Unit Tier 1, \$58,000.00 or less;
- (b) in respect to a two-bedroom Affordable Housing Unit Tier 1, \$72,000.00 or less; or
- (c) in respect to a three-bedroom Affordable Housing Unit Tier 1, \$86,000.00 or less;

provided that, the above-mentioned amounts (which amounts are the HILs for the Tri-Cities areas as defined by BC Housing) shall be:

- (a) re-adjusted on the date (the **“Readjustment Date”**) that the City issues the occupancy permit for the Affordable Housing Unit based on the then current HILs, commencing January 1, following the Readjustment Date; and
- (b) increased to reflect any additional charges permitted pursuant to Section (d) such that the above noted annual household incomes will be increased by an amount equal to the total additional charges divided by 0.3.

In the event that BC Housing ceases to determine HILs and such determination is not replaced by a similar publication, then the income limit with respect to an Affordable Housing Unit shall be determined by reference to the last published HILs which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year BC Housing ceased determining HILs;

**“HILs”** means the Housing Income Levels published by the British Columbia Housing Management Commission or its successors in function;

**“Interest”** means the property interest of the owner or owners of the Affordable Housing Units;

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**“Interpretation Act”** means the Interpretation Act, R.S.B.C. 1996, c. 238, together with all amendments thereto and replacements thereof;

**“Land Title Act”** means the *Land Title Act*, RSBC 1996, c.250, together with all amendments thereto and replacements thereof;

**“Lands”** means the land described in item 2 of the *Land Title Act* Form C to which this Agreement is attached; and including the Building or a portion of the Building, into which said land(s) is or are Subdivided;

**“Local Government Act”** means the *Local Government Act*, RSBC 2015, c.1, together with all amendments thereto and replacements thereof;

**“LTO”** means the New Westminster Land Title Office or its successor;

**“Market Rental Rate”** means the fair market rent that would be payable for a similar size and quality of Unit in a similar development in the same location as the Development, as determined by an appraiser retained by the Developer and approved by the City of Port Moody;

**“Occupancy Permit”** means the permit issued by the City for all or any portion of the Development confirming that the Building, or portion thereof is safe for human occupation;

**“Permitted Rent”** means the rent for each Affordable Housing Unit, which Permitted Rent shall not exceed:

- (a) 80% of the CMHC median rent for the Tri-Cities area; or
- (b) in the event that BC Housing ceases to determine HILs and such determination is not replaced by a similar publication, then the combined household income with respect to each particular Affordable Housing Unit shall be determined by reference to the last published HILs which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year BC Housing ceased determining HILs,

for new tenancy agreements. For greater certainty, the Permitted Rent for an existing tenancy will be adjusted annually during the term of such tenancy to reflect the by the maximum allowable rent increase permitted by the Residential Tenancy Act;

**“Real Estate Development Marketing Act”** means the Real Estate Development Marketing Act, S.B.C. 2004, c. 41, together with all amendments thereto and replacements thereof;

**“Rental Accommodation”** means a Unit that is, at the sole discretion of the Unit Purchaser, who owns such Unit, made available for rent to a Tenant for residential use;

**“Residential Tenancy Act”** means the *Residential Tenancy Act*, SBC 2002, c.78, together with all amendments thereto and replacements thereof;

**“Strata Property Act”** means *Strata Property Act*, S.B.C. 1998, c. 43, together with all amendments thereto and replacements thereof;

**Schedule A to Bylaw No. 3480**

**“Subdivide”** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

**“Tenancy Agreement”** means a tenancy agreement, lease, license, or other agreement granting rights to a Tenant to occupy a Unit;

**“Tenant”** means a tenant (including a subtenant) or occupant of a Unit by way of a Tenancy Agreement;

**“Term”** means the term of this Agreement being the greater of 60 years or the useful life of the building that contains the Units;

**“Unit”** means each of the one-hundred and twenty-eight (128) residential dwelling units and includes each of the Affordable Housing Units; and

**“Unit Purchaser”** means the registered owner of a Unit in the Development from time to time and, in this context, includes the Developer.

1.2. The Schedules to this Agreement listed below are an integral part of this Agreement:

- Schedule A – Location of Affordable Housing Units
- Schedule B – Statutory Declaration

## **2. USE OF LANDS AND CONSTRUCTION OF UNITS**

2.1. The Developer covenants and agrees with the City that:

- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will not cause or allow any Unit to be used, throughout the Term, except as a Rental Accommodation pursuant to a Tenancy Agreement and in accordance with this Agreement;
- (c) it will construct not less than thirteen (13) Affordable Housing Units in locations as shown on schedule “A” to this Agreement;
- (d) within 30 days after receiving notice from the City, the Developer must, in respect of each Unit, provide to the City a statutory declaration, substantially in the form, attached hereto as Schedule “B”, certified by the Developer, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Unit no more than once in any calendar year; provided however, notwithstanding that the Developer may have already provided such statutory declaration in the particular calendar year, the City may request and the Developer shall provide to the City as requested by the City in respect to a Unit if, in the City's determination, acting reasonably, the City believes that the Developer is in breach of any of its obligations under this Agreement;

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- (e) it hereby authorizes the City to make such inquiries, subject to compliance with applicable laws including privacy laws, as it considers necessary in order to confirm that the Developer is complying with this Agreement;
- (f) the Units must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the comparable Units in the Building on the Lands;
- (g) it will keep and maintain the Units and all parts thereof, or cause same to be kept and maintained, in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure the Units, or cause same to be insured, to the full replacement cost, or such lower threshold as is permitted under the *Strata Property Act*, against perils normally insured against by strata corporations and owners of similar property in the geographical location of the City of Port Moody by reasonable and prudent owners of similar residential units, buildings, and lands.

2.2. The Developer covenants and agrees with the City that the Developer will not:

- (a) be issued an Occupancy Permit unless the application for the Development Permit includes the Units;
- (b) permit occupancy of the Building unless and until the Units have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (c) occupy, nor permit any person to occupy, any of the Units, in part or in whole, and the City will not be obligated to permit occupancy of any of the Units constructed in the Building until all of the following conditions are satisfied:
  - (i) the Units and related uses and areas have been constructed in accordance with this Agreement;
  - (ii) the Units have received an Occupancy Permit; and
  - (iii) the Developer is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Developer in connection with the development of the Lands.

**3. AFFORDABLE HOUSING UNITS**

3.1. The Developer further covenants and agrees with the City that the Lands shall contain not less than thirteen (13) Affordable Housing Units and further that despite any sale of the Affordable Housing Units as contemplated under Section 3.2 below:

- (a) at all times the Affordable Housing Units may be only used or occupied by an Eligible Tenant;
- (b) each of the Affordable Housing Units will be used and occupied pursuant to a Tenancy Agreement which Tenancy Agreement shall contain a clause entitling the Developer to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if:
  - (i) subject to Section 3.2, the household before tax annual income of an Eligible Tenant to a Tenancy Agreement, rises more than 10% above the threshold set out in the definition of "Eligible Tenant" in Section 1.1;



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- (ii) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
- (iii) any person not identified in the Tenancy Agreement shall not reside at the Affordable Housing Unit for more than sixty (60) consecutive days or more than ninety (90) days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
- (iv) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (v) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent;
- (vi) the Affordable Housing Unit will at all times during the term of the Tenancy Agreement be the principal residence of the Tenant and the other occupants in the Tenant's household as specified in the Tenancy Agreement; or
- (vii) the Eligible Tenant or Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

in the case of each breach, the Developer hereby agrees with the City to forthwith provide to the Eligible Tenant or Tenant a notice of termination. The notice of termination shall provide that the termination of the tenancy shall be effective the date that is two months following the date that the Developer provided the notice of termination to the Tenant;

- (c) a copy of this Agreement shall be attached to all Tenancy Agreements for the Affordable Housing Units;
- (d) the Affordable Housing Units shall not be rented for more than the Permitted Rent, provided, however, that, the Developer or the Unit Purchaser, as applicable, may charge the Eligible Tenant or Tenant, as applicable, the cost, if any, of providing parking, cable television, telephone, other telecommunications, gas, water, electricity or other utility fees and charges or fines relating to the Eligible Tenant or Tenant's, as applicable, activities or use;
- (e) the location of Affordable Housing Units will be determined prior to the occupancy of any Unit in accordance with Section 2.1(c) and may not be changed thereafter;
- (f) no Affordable Housing Unit shall be rented on less than a 30-days rental period, whatsoever; and

### 3.2. Sale of the Affordable Housing Units

The Developer covenants and agrees with the City that the Affordable Housing Units may be sold or transferred together but shall not be sold individually or otherwise transferred individually.

**Schedule A to Bylaw No. 3480****4. DEMOLITION OF AFFORDABLE HOUSING UNITS**

4.1. The Developer will not demolish an Affordable Housing Unit unless:

- (a) the Developer has obtained the written opinion of a professional engineer or architect who is at arm's length to the Developer that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Developer has delivered to the City a copy of the engineer's or architect's report; and
- (b) the Building in which an Affordable Housing Unit is located is damaged or destroyed, to the extent of 75% or more of its value above its foundations, as determined by the City in its sole discretion or the Building's insurer;

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been or will be demolished under that permit.

4.2. Should a demolition permit be issued in accordance with Section 4.1 within the Term, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than four equivalent replacement Affordable Housing Units.

**5. SUBDIVISION**

5.1. This Agreement will be binding upon any subdivided parcel of the Lands provided however that if the Lands are subdivided by airspace parcel, the City shall at the Developer's request, without further City council approval, authorization or bylaw, partially discharge this Agreement from those portions of the Lands that are not intended to contain the Affordable Housing Units. The Developer acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

**6. STRATA CORPORATION BYLAWS**

6.1. This Agreement will be binding upon all strata corporations (each a "**Strata Corporation**") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands that contain the Affordable Housing Units.

6.2. Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Units as Rental Accommodation will have no force and effect.

6.3. No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Units as Rental Accommodation.

6.4. No Strata Corporation shall pass any bylaw or approve any levies which would result in only a Tenant of a Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

**Schedule A to Bylaw No. 3480**

6.5. No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified.

**7. DEFAULT AND REMEDIES****7.1. Notice of Default**

The City may give to the Developer written notice to cure a default under this Agreement within 30 days of receipt of notice or such longer period as reasonably required if such default cannot be cured by the Developer acting diligently within such 30 day period. The Developer must act with diligence to correct the default within the time specified in the notice referred to herein.

**7.2. Costs**

The Developer will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

**7.3. Damages**

The Developer acknowledges that the City requires the Units to be rented in accordance with this Agreement for the benefit of the community. The Developer therefore agrees that for each month a Unit is occupied in breach of this Agreement, the Developer must pay the City \$500.00 (the "**Damage Payment**") per month as liquidated damages and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach occurred unless the Developer is acting with diligence, to the satisfaction of the City, to correct the breach within a reasonable period of time. The Developer agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt. Notwithstanding the foregoing, if the Residential Tenancy Branch or similar government body or court makes a ruling or determination in respect of a Tenant, a Unit or Tenancy Agreement which causes the Developer to be in breach of this Agreement, no Damage Payment will be payable by the Developer in respect of such breach.

**7.4. Rent Charge**

By this section, the Developer grants to the City a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Developer to the City of the Damage Payment as described in section 7.3. The City 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 section 7.3 is due and payable to the City in accordance with section 7.3. The City 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.

**Schedule A to Bylaw No. 3480****7.5. Equitable Remedies**

The City, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

**7.6. Specific Performance and No Penalty or Forfeiture**

The Developer acknowledges and agrees with the City that:

- (a) Without affecting any other rights or remedies the City may have in respect of any breach of this Agreement that continues beyond the cure period, the City 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 Developer of this Agreement. The Developer agrees that the foregoing provision is reasonable given the public interest in ensuring the provision of Rental Accommodation in accordance with this Agreement;
- (b) it is entering into this Agreement to benefit the public interest in making the Rental Accommodation available;
- (c) that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and
- (d) the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

**7.7. 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.

**8. LIABILITY****8.1. Indemnity**

As an indemnity pursuant to section 219(6) of the *Land Title Act*, the Developer will indemnify, defend, and save harmless each of the City and the City Personnel and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, 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 the entering into of this Agreement or from any act or omission by the Developer or its officers, directors, employees, agents, contractors, or other persons for whom at law the Developer is responsible or from the Developer's ownership, operation, management, or financing of the Lands or the Development by the Developer, its officers, directors, agents, contractors, or other persons for whom at law the Developer is responsible.

**Schedule A to Bylaw No. 3480****8.2. Release**

The Developer hereby releases and forever discharges the City and the City Personnel and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, operation, or management of the Development or any part thereof which has been or hereafter may be given to the Developer.

**9. GENERAL PROVISIONS****9.1. City's Power Unaffected**

Nothing in this Agreement:

- (a) affects or limits any discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Developer from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

**9.2. Agreement for Benefit of City Only**

The Developer and City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Developer any Eligible Tenant, or any future owner, lessee, occupier, or user of the Lands or the Building or any portion thereof, including any Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement in respect of the Development or any Unit therein, without liability to anyone for doing so.

**9.3. Agreement Runs With the Lands**

This Agreement burdens and runs with the Lands. All of the covenants and agreements contained in this Agreement are made by the Developer for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement.

**9.4. No Liability**

Notwithstanding anything contained in this Agreement, the parties agree that neither the Developer, nor any successor in title to the Lands, or any portion thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Developer or its successors in title, as the case may be, ceases to be the registered or beneficial owner of the Lands or such portion thereof.

**Schedule A to Bylaw No. 3480****9.5. Contractual Obligations**

The covenants and agreements on the part of the Developer have been made by the Developer as contractual obligations as well as being made pursuant to section 483 of the *Local Government Act* and as such will be binding on the Developer.

**9.6. Modification of This Agreement**

This Agreement may only be modified in writing, signed by both parties, in registrable form. The modification will only be effective if it is approved both as a modification of a housing agreement pursuant to section 483 of the *Local Government Act* (which requires a bylaw), and as a modification of a covenant pursuant to section 219 of the *Land Title Act*. Any modification will be filed in the LTO as a modification of a covenant and as a modification of the housing agreement.

**9.7. Priority of This Agreement**

The Developer will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the LTO, save and except those as have been approved by the City or have been granted in favour of the City.

**9.8. Agreement to Have Effect as Deed**

The City and the Developer each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

**9.9. Waiver**

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

**9.10. Time**

Time is of the essence in this Agreement.

**9.11. Validity of Provisions**

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, 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.

**9.12. Extent of Obligations and Costs**

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

**Schedule A to Bylaw No. 3480****9.13. Notices**

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

(a) If to the City:

100 Newport Drive  
Port Moody, BC V3H 5C3

Attention: Community Development Department

(b) If to the Developer at the address shown on title in the LTO.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

**9.14. Further Assurances**

Upon request by the City, the Developer will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.

**9.15. Enuring Effect**

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

**9.16. Housing Agreement/Section 219 Covenant**

9.16.1. The Developer acknowledges and agrees that this Agreement constitutes a Housing Agreement entered into under section 483 of the *Local Government Act*.

9.16.2. The Developer further acknowledges and agrees that the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement and the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.

**Schedule A to Bylaw No. 3480**

9.16.3. The Developer acknowledges and agrees that:

- (a) this Agreement constitutes a Housing Agreement entered into under section 483 of the *Local Government Act*,
- (b) the City is required to file a notice of Housing Agreement in the LTO against title to the Lands; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

**9.17. Management and Long-Term Maintenance**

The Developer covenants and agrees with the City that, in order to ensure the long-term maintenance of the Affordable Housing Units, it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Developer further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

**10. INTERPRETATION**

**10.1. References**

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

**10.2. Construction**

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

**10.3. No Limitation**

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items, whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

**10.4. Terms Mandatory**

The words “shall”, “must”, and “will” are to be construed as imperative.



**Schedule A to Bylaw No. 3480****10.5. Statutes**

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

**10.6. Entire Agreement**

The Parties agree that:

- (a) this is the entire agreement between the City and the Developer concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement; and
- (b) this Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of a bylaw to amend Housing Agreement Bylaw, 2024, No. 3480.

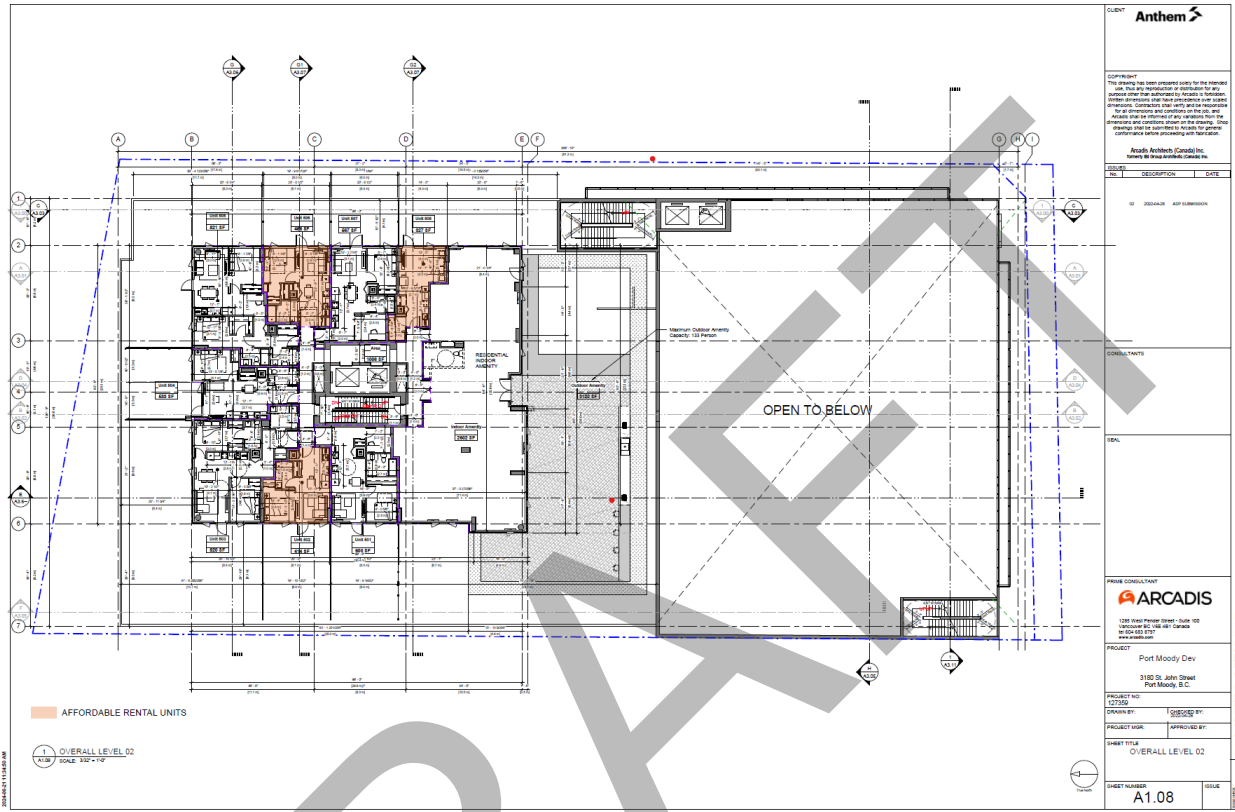
**10.7. Governing Law**

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

**IN WITNESS WHEREOF**, as evidence of their agreement to be bound by the terms of this instrument, the City and the Developer hereto have executed the General Instrument that is attached hereto these Terms of Instrument and forms part of this Agreement.

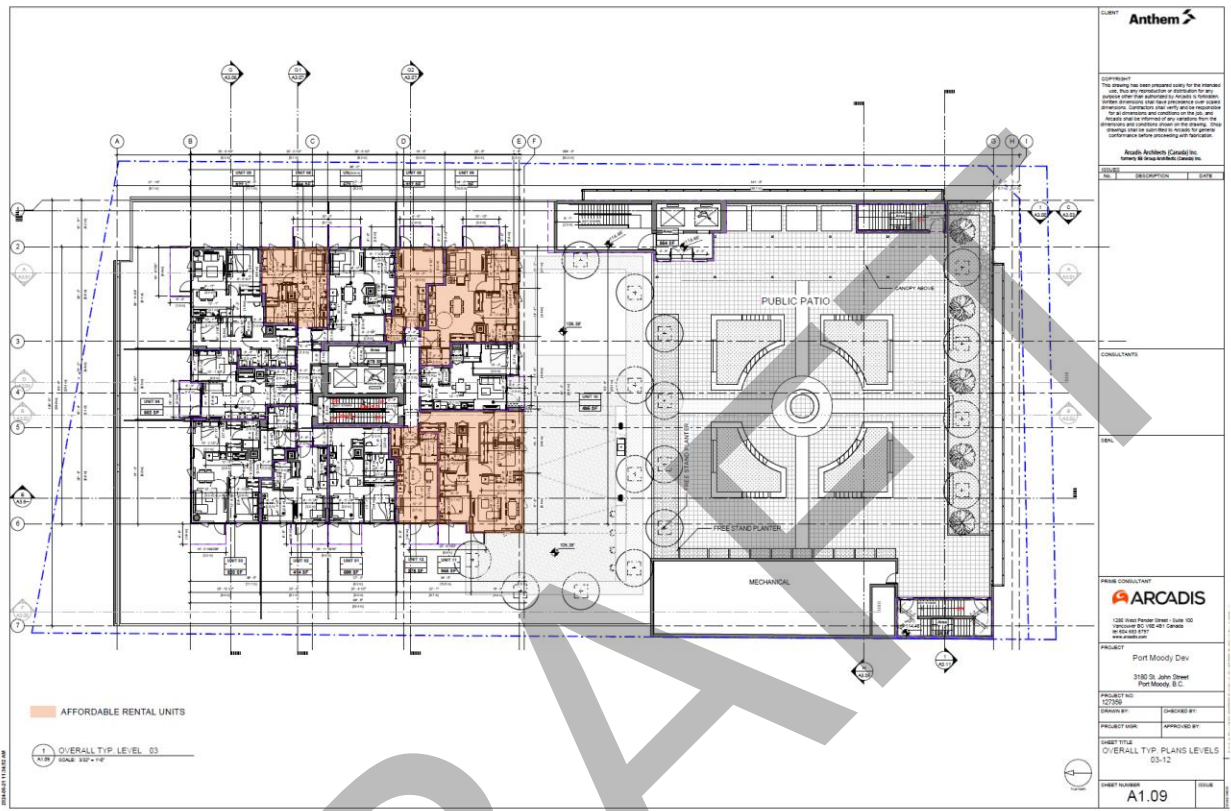
Schedule A to Bylaw No. 3480

SCHEDULE A  
LOCATION OF AFFORDABLE HOUSING UNITS



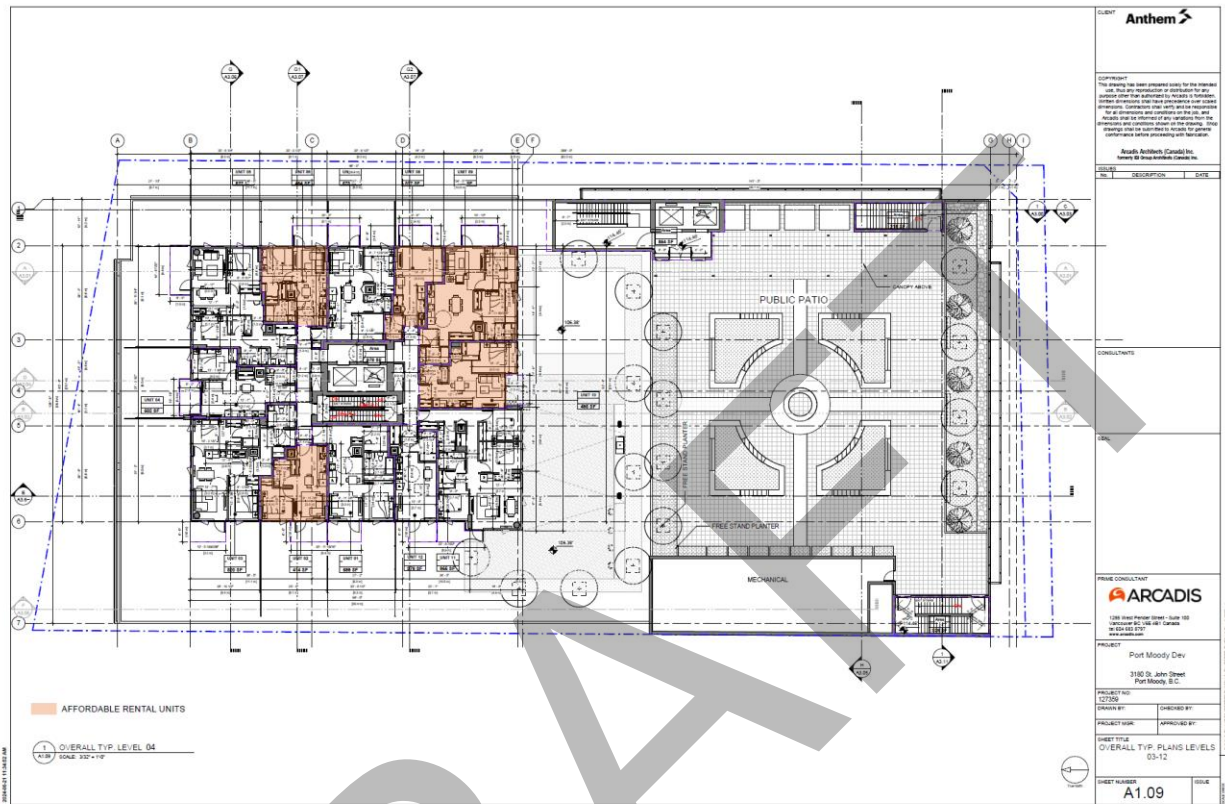
Schedule A to Bylaw No. 3480

SCHEDULE A  
LOCATION OF AFFORDABLE HOUSING UNITS



Schedule A to Bylaw No. 3480

SCHEDULE A  
LOCATION OF AFFORDABLE HOUSING UNITS



Schedule A to Bylaw No. 3480

SCHEDULE B – FORM OF STATUTORY DECLARATION

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, [in my capacity as \_\_\_\_\_ of the Owner and without personal liability (if applicable),] do certify that:

- 1. I am the owner (the "Owner") or authorized signatory of the Owner of \_\_\_\_\_ (the "Non-Market Housing Unit"), and make this certificate to the best of my personal knowledge.
- 2. This certificate is made pursuant to the housing agreement registered as \_\_\_\_\_ at the Land Title Office (the "Housing Agreement") in respect of the Non-Market Housing Unit.
- 3. For the period from \_\_\_\_\_ to \_\_\_\_\_, the Non-Market Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement), who continue to meet all Eligible Tenant criteria and whose names and current addresses appear below:  
[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]
- 4. The rent charged each month for the Non-Market Housing Unit is as follows:
  - (a) the monthly rent on the date three hundred and sixty-five (365) days before this date of this certificate:  
\$ \_\_\_\_\_ per month;
  - (b) the rent on the date of this certificate: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is ninety (90) days after the date of this certificate: \$ \_\_\_\_\_
- 5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Non-Market Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
- 6. I make this Statutory Declaration, conscientiously believing it to be true and knowing that the City of Port Moody will be relying upon the statements made herein.

[Owner]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Schedule A to Bylaw No. 3480****CONSENT AND PRIORITY AGREEMENT**

Vancouver City Savings Credit Union (the "**Chargeholder**") is the holder of Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA5216628 and CB918712, and CA5216229 and CB918713, respectively (the "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.