



City of Port Moody

Bylaw No. 3499

A Bylaw to amend City of Port Moody Housing Agreement Bylaw, 2022, No. 3365 (2025 St. Johns Street) (Rent-To-Own).

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, 2022, No. 3365, Amendment Bylaw No. 1, 2025, No. 3499 (2025 St. Johns Street) (Rent-To-Own)”.

2. Amendments

- 2.1 City of Port Moody Housing Agreement Bylaw, 2022, No. 3365 is amended by replacing the following section 2.1 in its entirety:

“2.1 Council hereby authorizes the agreements, substantially in the form attached hereto as Schedule “A” between the City of Port Moody and Mosaic Moody Yards Properties Ltd., Inc. No. BC1128915 with respect to the following lands:

Lot 92 District Lot 202 Group 1 New Westminster District Plan
NWP52281
PID: 004-963-539;”

with the following section 2.1:

“2.1 Council hereby authorizes the agreement, substantially in the form attached hereto as Schedule “A” between the City of Port Moody and Marcon Albert Properties Ltd. Inc. No. BC1182800 with respect to the following lands:

Lot 92 District Lot 202 group 1 New Westminster District Plan
NWP 52281
PID: 004-963-539.”.

- 2.2 Bylaw No. 3365 is further amended by replacing Schedule “A” with the amended Housing Agreement substantially in the form attached hereto as Schedule “A”.

3. Execution of Documents

3.1 The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the amended 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 – Rent-to-Own Housing

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 ___ day of _____, 2025.

Read a second time this ___ day of _____, 2025.

Read a third time this ___ day of _____, 2025.

Adopted this ___ day of _____, 2025.

M. Lahti
Mayor

S. Lam
City Clerk

I hereby certify that the above is a true copy of Bylaw No. 3499 of the City of Port Moody.

S. Lam
City Clerk

Schedule “A” to Bylaw No. 3499

**SECTION 219 COVENANT –
HOUSING AGREEMENT – RENT-TO-OWN HOUSING**

THIS AGREEMENT is dated for reference the ____ day of _____, 2022

BETWEEN:

MARCON ALBERT PROPERTIES LTD., INC. NO. BC1182800
5645 199 STREET
LANGLEY, BC
V3A 1H9

(the “**Grantor**”)

AND:

City of Port Moody
100 Newport Drive
Port Moody, BC V3H 5C3

(the “**City**”)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands in the City of Port Moody, legally described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the “**Lands**”);
- B. The Grantor intends to construct a mixed-use development on the Lands (the “**Development**”). It is anticipated that the Development will include two hundred and twenty-two (222) residential strata lots (the “**Strata Lots**”, and each of them a “**Strata Lot**”) in two (2), six storey buildings and has made application to rezone the Lands under Bylaw No. 3315 (the “**Rezoning Bylaw**”);
- C. The Grantor has agreed to offer up ten (10) Strata Lots (collectively, the “**Rent-to-Own Strata Lots**” and individually, a “**Rent-to-Own Strata Lot**”) for sale to Participants on a rent-to-own basis, as more particularly described herein (the “**Rent-to-Own Program**”);
- D. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 permits the registration of a covenant of a positive or negative nature in favour of the City in respect of the subdivision of land, the use of land or a building on or to be constructed on the land, or construction on the land;
- E. Section 483 of the *Local Government Act* permits the City 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 Strata Lots located on the Lands;
- F. The City adopted City of Port Moody Housing Agreement Bylaw, 2022, No. 3365 (2025 St Johns Street) (Rent to Own) (the “**Housing Bylaw**”), authorizing the City to enter into this Agreement on the terms and conditions contained herein;

- G. The City requires the Grantor to secure its commitment to the Community Amenity Contribution Fund and the Rent-to-Own Program, by causing this covenant to be registered on title to the Lands; and
- H. The Grantor desires to grant, and the City agrees to accept this covenant on the terms and conditions contained herein, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*,

THIS AGREEMENT is evidence that in consideration of payment of TEN (\$10.00) DOLLARS by the City to the Grantor and other good and valuation consideration, the receipt and sufficiency of which is acknowledged by the Grantor, and in consideration of the promises exchanged below, the Grantor covenants and agrees with the City pursuant to s.219 of the *Land Title Act* that the Lands will not be used except in accordance with the provisions hereof:

1. DEFINITIONS

1.1 Definitions

In this Agreement:

- (a) “**Consumer Price Index**” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Port Moody;
- (b) “**Development**” means the construction of 222 Strata Lots, commercial development and common property on the Lands in two six storey buildings;
- (c) “**Director**” means the City's General Manager of Community Development and his or her designate;
- (d) “**Discharges**” has the meaning given to it in section 4.1 herein;
- (e) **Purposely delete**
- (f) “**LTO**” means the Lower Mainland Land Title Office and any successor of that office;
- (g) “**Participant**” means a Qualified Applicant who has been selected to purchase a Rent-to-Own Strata Lot;
- (h) “**Qualified Applicant**” mean a purchaser who is qualified to participate in the Rent-to-Own Program;
- (i) “**Rent-To-Own Purchase Agreement**” has the meaning given to it in Schedule “A” attached hereto;
- (j) “**Rent-To-Own Strata Lot**” shall mean a Strata Lot offered for sale by the Grantor to a Participant in accordance with the terms of this Agreement;
- (k) “**Strata Corporation**” means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration at the LTO of a strata plan to stratify the Development, once constructed; and
- (l) “**Strata Lot**” or “**Strata Lots**” shall have the meaning set out in Recital B. above.

2. OVERVIEW OF RENT-TO-OWN HOUSING PROGRAM

- 2.1 The Grantor covenants and agrees with the City that the Development shall include ten (10) Rent-to-Own Strata Lots, composed of:
- (a) Six (6) 1-bedroom units; and
 - (b) Four (4) 2-bedroom units.

2.2 The Grantor further covenants and agrees with the City that:

- (a) the Lands will not be developed for residential purposes and no residential building or structure will be constructed on the Lands unless as part of the construction and development of any such building or structure, the Grantor also designs and constructs to completion, in accordance with a building permit and a development permit issued by the City, the Rent-to-Own Strata Lots;
- (b) the total number of Strata Lots on the Lands, including the Rent-to-Own Strata Lots will not exceed two hundred and twenty-two (222) Strata Lots;
- (c) the Rent-to-Own Strata Lots must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Strata Lots in the Development on the Lands;
- (d) the Rent-to-Own Strata Lots must have the right to access the amenity facilities and spaces in the Development on the Lands without any additional costs or charges other than its proportionate share of strata fees based on unit entitlement;
- (e) the Grantor will do everything necessary, at the Grantor's expense, to ensure that this Agreement will be registered against title to the Lands in priority to all financial charges and encumbrances at the earliest possible opportunity after execution and delivery by the City; and
- (f) the location of the Rent-to-Own Strata Lots are as set out in Schedule "A".

2.3 Despite section 2.1, at the time of issuance of the first building permit for the Development or at any time after that, if the parties determine that there are an insufficient number of Qualified Applicants for the Rent-to-Own Program interested in a particular unit type to fully allocate the units in the manner set out in section 2.1, as the case may be, the Grantor may, with the prior written approval of the City, vary the number of one bedroom and two-bedroom units and correspondingly increase or decrease the number of one bedroom and two-bedroom units to reflect the expressed interest of Qualified Applicants of the Rent-to-Own Program provided that the total number of Rent-To-Own Strata Lots remain ten.

THE RENT-TO-OWN PROGRAM

2.2 Grantor's Covenants

The Grantor covenants and agrees with the City that:

- (a) it shall not use the Lands otherwise than in strict accordance with the restrictions on use set out herein and without limiting the generality of the foregoing, shall not occupy or permit the occupancy, or apply for permission for occupancy to the City except in accordance with the restrictions set out in this Agreement;
- (b) the Rent-to-Own Strata Lots will be offered for sale in accordance with the terms and conditions of the Rent-to-Own Program, as set out in Schedule "A" hereto;
- (c) prior to the issuance of any occupancy permit for the Development, the Grantor will provide the City with a fully executed copy of each purchase agreement entered into by the Grantor for a Rent-to-Own Strata Lot, that has not been terminated at such time, and a fully executed copy of a termination agreement for each Rent-to-Own Purchase Agreement in respect of a Rent-to-Own Strata Lot that has been terminated at such time;

- (d) the Grantor shall provide to the City in a form and at intervals as the City may reasonably require reports summarizing the status of the Rent-to-Own Program, including the details of each Possession Notice, the Rent-to-Own Purchase Agreements that have been entered into, numbers of Rent-to-Own Strata Lots in each of the two buildings, which have been or are to be developed in accordance with the terms of the Rent-to-Own Program described herein;
- (e) the Grantor will release, save harmless, and indemnify the City, its elected officials, officers, invitees, licensees, employees, servants, and agents from and against all liability, actions, causes of action, expenses, damages, costs (including legal costs on a solicitor/client basis), claims, debts, losses (including injurious affection), or demands whatsoever by the Grantor or any other person, which have arisen or may arise out of or are in any way due directly or indirectly to the granting or existence of this Agreement, including but not limited to the operation, management, or financing of the Rent-to-Own Strata Lots or any part thereof, the use and occupancy of the Rent-to-Own Strata Lots by anyone and any breach of any covenant or agreement on the part of the Grantor contained in this Agreement or any steps taken by the City to enforce this Agreement; and
- (f) the Grantor will do or cause to be done, at the expense of the Grantor, everything necessary to ensure that this Agreement is granted priority over all charges and encumbrances which are registered (or registration of which is pending) against the title to the Lands save and except those specifically approved in writing by the City or in favour of the City.

2.3 Removal of Strata Lots from the Rent-to-Own Program

Notwithstanding any other provision of this Agreement, but subject to subsections 3.2(a),(b) and (c), the Grantor and the City mutually agree that in the event that a purchaser of a Rent-to-Own Strata Lot does not complete the purchase of the Rent-to-Own Strata Lot in accordance with his or her Rent-to-Own Purchase Agreement for any reason whatsoever, other than a default by the Grantor under the Rent-to-Own Purchase Agreement, such Rent-to-Own Strata Lot will be released from the Rent-to-Own Program and the Grantor will be at liberty to resell such Rent-to-Own Strata Lot as a regular Strata Lot outside of the Rent-to-Own Program, provided that:

- (a) if a purchaser of a Rent-to-Own Strata Lot terminates his or her Rent-to-Own Purchase Agreement on or before the date which is six (6) months following the date set out in the Possession Notice issued by the Grantor, as described in Schedule "A" of the Rent-To-Own Strata Lot by such purchaser, the Grantor will enter into a replacement Rent-to-Own Purchase Agreement for such Rent-To-Own Strata Lot (with priority given to the Qualified Applicants on the applicable wait list referred to and maintained by the Granter in accordance with the requirements set out under the heading "PROCESS" in Schedule A) with the rental period being the period from the initial occupancy date of the such Strata Lot by the replacement purchaser until the Closing Date under the terminated Rent-to-Own Purchase Agreement. The replacement Rent-to-Own Purchase Agreement will otherwise contain the terms set out under the heading "PURCHASE AGREEMENT" in Schedule A hereto (including the deposit requirements). For greater certainty, the obligation of the Granter set out in this subsection 3.2(a) will only apply to an original purchaser of a Rent-to-Own Strata Lot and will not apply to a replacement purchaser of a Rent-to-Own Strata Lot;

- (b) the Grantor pays the amount of the forfeited deposit and 50% of the rent paid by the terminating purchaser of the Rent-To-Own Strata Lot to the City as a contribution to the City's affordable housing fund in accordance with the requirements set out in the "Termination Rights" and "Application of Rent" sections under the heading "PURCHASE AGREEMENT" in Schedule A hereto; and
- (c) if a replacement purchaser terminates his or her Rent-to-Own Purchase Agreement, the Grantor will pay the amount of the forfeited deposit and 50% of the rent paid by the terminating replacement purchaser of the Rent-To-Own Strata Lot to the City as a contribution to the City's affordable housing fund in accordance with the requirements set out in the "Termination Rights" and "Application of Rent" sections under the heading "PURCHASE AGREEMENT" in Schedule A hereto.

3. DISCHARGE PROVISIONS

3.1 Request of Discharges

The Grantor may, at its sole expense, request that the City to discharge that portion of this Agreement addressing the Rent-to-Own Program at the end of the Rent-to-Own Program from:

- (a) any non-residential parcel created by subdivision of the Lands (by airspace subdivision or otherwise), and
- (b) each Strata Lot created by the strata subdivision of the Development after the end of the Rent-to-Own Program.

3.2 For the purpose of Section 4.1, the parties agree that the Rent-To-Own Program will be deemed to have ended on the latter of twenty-four (24) months after date of the Possession Notice or the closing date set out in the Contract of Purchase and Sale for the transfer of the Rent-To-Own Strata Lot, for the last of the Rent-To-Own Strata Lot in the Development.

4. STRATA CORPORATION BYLAWS

5.1 This Agreement will be binding upon all Strata Lots and strata corporations created upon the strata title subdivision of the Lands or any subdivided parcel of the Lands.

5.2 The Grantor further covenants and agrees with the City that this Agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any building on the Lands pursuant to the *Strata Property Act* (British Columbia) and that upon the Lands, or any portion thereof, being subdivided by way of a strata plan pursuant to the *Strata Property Act* (British Columbia), then:

- (a) this Agreement will charge each Strata Lot and shall be noted on the common property record of the strata corporation; and
- (b) the strata corporation so created will be, at its cost, responsible for the performance and observance of the Grantor's covenants and obligations in this Agreement, and the Grantor will cause such strata corporation to execute an assumption agreement to give effect to the foregoing, and, upon delivery of such assumption agreement to the City, the Grantor

will be released from its obligations and liabilities hereunder, except to the extent and for such time that it remains an owner of any one or more of the Strata Lots.

Rental of Strata Lots in General

- 5.3 The Grantor further covenants and agrees with the City that any strata corporation bylaw which prevents, restricts or abridges or purports to prevent, restrict, or abridge the right to use any of the Strata Lots as rental accommodation shall have no force or effect.
- 5.4 No strata corporation formed in respect of the Lands shall pass any bylaw(s) preventing, restricting, or abridging the use of the Lands, or the Strata Lots from time to time as rental accommodation.
- 5.5 No Strata Lot purchaser, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict, or abridge the use of the Lands or any Strata Lot from time to time as rental accommodation.

6 DEFAULT AND REMEDIES

6.1 Notice of Default

The City may give to the Grantor written notice to cure a default under this Agreement within thirty (30) days of receipt of notice, or such longer period as the Parties agree in writing, should the Grantor and the City be of the view that such cure will take long than thirty days. The notice must specify the nature of the default. The Grantor must act with diligence to correct the default within the time specified.

6.2 Costs

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

6.3 Damages

The Grantor acknowledges that the City requires the Rent-to-Own Strata Lots for the benefit of the community. The Grantor therefore agrees that for each day the Land is occupied in breach of this Agreement, the Grantor must pay the City \$100.00 (the "**Daily Amount**") 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. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Grantor agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.

6.4 Rent Charge

By this section, the Grantor grants to the City a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Grantor to the City of the Daily Amount as described in section 6.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is thirty (30) days after the date on which any amount due under section 6.3 is due and payable to the City in accordance with section 6.3. 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.

6.5 Specific Performance

The Grantor agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement, 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 Grantor of this Agreement. The Grantor agrees that this is reasonable given the public interest in ensuring the provision of the Rent-to-Own Strata Lots to be occupied by Participants as set out in Schedule "A" and restricting occupancy of the Lands in accordance with this Agreement.

6.6 No Penalty or Forfeiture

The Grantor acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing the Rent-to-Own Strata Lots for Qualified Applicants, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

6.7 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. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Grantor under this Agreement.

7 LIABILITY

7.1 Release

The Grantor hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees, and agents, 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 Grantor by all or any of them.

7.2 Survival

The covenants of the Grantor set out in sections 7.1 and 7.2 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Grantor of the Lands or any Rent-To -Own Strata Lot therein, as applicable.

8 **GENERAL PROVISIONS**

8.1 City's Power Unaffected

Nothing in this Agreement:

8.1.1 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;

8.1.2 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

8.1.3 relieves the Grantor from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.2 Agreement for Benefit of City Only

The Grantor and City agree that:

8.2.1 this Agreement is entered into only for the benefit of the City;

8.2.2 this Agreement is not intended to protect the interests of the Grantor, any Strata Lot owner, any occupant, or any future owner, occupier, or user of any part of the Development, including any Strata Lot; and

8.2.3 the City may at any time execute a release and discharge of this Agreement in respect of the Development or any Strata Lot therein, without liability to anyone for doing so.

8.3 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Grantor for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Strata Lot after the date of this Agreement.

8.4 Release

The covenants and agreements on the part of the Grantor and herein set forth in this Agreement have been made by the Grantor as contractual obligations as well as being made pursuant to section 905 of the *Local Government Act* (British Columbia) and section 219 of the *Land Title Act* and as such will be binding on the Grantor, except that the Grantor shall not be liable for any default in the performance or observance of this Agreement occurring after the Grantor ceases to own the Lands or the Rent-to-Own Strata Lots as the case may be.

8.5 Priority of this Agreement

The Grantor 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 Strata Lot in the Development, including any amendments to this Agreement as may be required by the LTO or the City to effect such registration, subject to the discharge provisions contained herein.

8.6 Agreement to Have Effect as Deed

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

8.7 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.

8.8 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

8.9 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.

8.10 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:

If to the City:

City of Port Moody
100 Newport Drive,
Port Moody, BC V3H 5C3

Attention: General Manager of Community Development
Facsimile: 604-469-4550

If to the Grantor:

Marcon Albert Properties Ltd.
5645 199th Street
Langley, BC V3A 1H9

Attention: Andrew Joblin, Vice President of Development
Email: ajoblin@marcon.ca

with a cc to:

Beechinor Baker Hall
#300 – 1681 Chestnut Street
Vancouver, BC V6J 4M6

Attention: Thomas Beechinor
Email: beech@bbh.bc.ca

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, seventy-two (72) hours after the date and hour of mailing in British Columbia, 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.

8.11 Further Assurances

Upon request by the City, the Grantor 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.

8.12 Enuring Effect

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

8.13 Fees

The Grantor covenants and agrees to reimburse the City for all costs associated with the drafting and negotiation of this Agreement.

9 INTERPRETATION

9.1 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.

9.2 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.

9.3 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.

9.4 Terms Mandatory

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

9.5 Statutes

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

9.6 Entire Agreement

9.6.1 This is the entire agreement between the City and the Grantor concerning its subject, and there are no warranties, representations, conditions, or collateral agreements relating to this Agreement, except as included in this Agreement.

9.6.2 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 City of Port Moody Housing Agreement Bylaw, 2022, No. 3365 (2025 St Johns Street) (Rent-to-Own).

9.7 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia. As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement. The Parties acknowledge that this Agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

9.10 Legal Fees

The Grantor covenants and agrees with the City that it will, upon being invoiced by the City, reimburse the City for the City’s legal costs incurred in the drafting and negotiating of this Agreement.

Schedule "A"

Rent-to-Own Program

1. INTENT

The Rent-to-Own Program is designed to act as a pathway to homeownership and prioritizes granting local, first-time home-buyers access to the Port Moody housing market. The intent of the Grantor's Rent-to-Own Program is generally consistent with the objective of the Government of Canada and Canada Mortgage and Housing Corporation's First-Time Home Buyer Incentive program (the "**FTHBI Program**") with respect to reducing barriers to enter the real estate market.

In particular, the Grantor has designed the Rent-to-Own Program to address the challenge individuals experience in saving sufficient funds to meet the down payment requirement despite having sufficient income to otherwise qualify for a mortgage.

2. SUMMARY

A total of ten (10) Rent-to-Own Strata Lots will be selected for this program by the Grantor.

Participants (as defined below) will be selected for participation in the program (details of the eligibility of applicants and selection process are set out below). Participants will rent their Rent-To-Own Strata Lots in the Development at below market rents for a period of two (2) years. Rents will be set at:

Type	Plan Types	Rent
1-Bed Under 570sf	B, B.a, B1, B2, B3, B4, B5	\$1,700
1-Bed Over 570sf	B6, B7,C	\$1,900
2-Bed Under 875sf	E, E1, F, F1	\$2,300
2-Bed Over 875sf	F2, F3, F4, F5, F6, F7, F8	\$2,500

Rents will include strata fees. However, Participants will be responsible for utilities and other typical rental costs.

The Grantor will pay the property tax during the rental period for each Rent-To-Own Strata Lot.

All rent accumulated over the two (2) year rental period will be saved on the Participant's behalf by the Grantor and will be applied to the purchase price of that Participant's Rent-To-Own Strata Lot.

At the end of the two (2) year rental period, the Participants will have the option to purchase their Rent-to-Own Strata Lots at a price that was locked in at the time of selection.

It is intended that Participants in the Rent-to-Own Program will take possession of their Rent-To-Own Strata Lot upon issuance of a notice (a "**Possession Notice**") by the Grantor which Possession Notice shall be issued in accordance with the terms of the Rent-to-Own Purchase Agreement (as defined below) and within a reasonable period of time after issuance of an occupancy permit for the Rent-To-Own Strata Lots in the Development. The rental period will conclude two (2) years after the date

specified in the Possession Notice and Participants will then complete on the purchase of their Rent-To-Own Strata Lots. Upon completion of the purchase of a Rent-To-Own Strata Lot there are and will be no special rights or restrictions on those Participants who were a part of the Rent-to-Own Program.

3. COMMENCEMENT OF RENT-TO-OWN PROGRAM

The selection process for the Rent-to-Own Program will commence upon the latter of the issuance of a development permit for the Development or the filing of a disclosure statement in respect of the Development in accordance with section 14 of the Real Estate Development Marketing Act, SBC 2004, Chapter 41, together with all amendments thereto and replacements thereof (the “**Commencement Date**”).

4. INITIAL SELECTION PROCESS

For the purposes of this Schedule “A” the “**Initial Selection Process**” means all of the steps set out in subsection 4(b)(i)-(viii).

(a) ELIGIBILITY

- (i) A buyer will be deemed eligible for the Initial Selection Process if he or she meets the criteria established from time to time by the FTHBI Program.

(b) PROCESS

- (i) Within a reasonable time following the Commencement Date, the Grantor will advertise the Rent-to-Own Program in a form and frequency acceptable to the City, including advertisement in local newspapers, signage posted on the Lands, and social media campaign, and thereafter accept registrations from persons interested in the Rent-to-Own Program on the Grantor's website. The Grantor will continue to advertise the Rent-to-Own Program in the manner set out above until the Grantor has received at least 160 registrations on its website from persons (the “**Registrants**”) interested in the Rent-to-Own Program.
- (ii) Following the advertising period, the Grantor will send formal application forms to all Registrants, together with an information sheet setting out next steps.
- (iii) Registrants will then meet with a mortgage specialist (the “**Mortgage Specialist**”) designated by the Grantor. Prior to such meeting, Registrants will receive an email setting out a list of documents necessary for the Mortgage Specialist to complete its review.
- (iv) The Mortgage Specialist will decide of which Registrants qualify for financing at the then prevailing market interest rate and will forward a list of qualified Registrants (each an “**Initial Qualified Applicant**” and collectively, the “**Initial Qualified Applicants**”) to the Grantor.
- (v) The Grantor will then divide the Initial Qualified Applicants into two categories being:
 1. Initial Qualified Applicants who are either:

- a. local residents who have lived in the City for a period of at least one year prior to submitting an application to the Rent-to-Own Program, or;
 - b. front line workers, including doctors, nurses, other hospital employees, teachers, police, fire fighters, emergency response workers or municipal employees
- a) (together, the “**Initial Preferred Applicants**”);
2. All other Initial Qualified Applicants (the “**Initial Other Applicants**”).
- (vi) The Grantor will then hold a lottery to select Initial Qualified Applicants to participate in the Rent-to-Own Program as follows:
1. The Initial Preferred Applicants will be entered in a draw to be selected for the Rent-to-Own Program (the “**Initial First Draw**”);
 2. If, after the Initial First Draw is concluded, Rent-to-Own Strata Lots remain available all Initial Other Applicants will be entered in a draw to be selected for the Rent-to Own Program (the “**Initial Second Draw**”, and together with the First Draw, the “**Initial Lottery**”).
- (vii) Following the completion of the Initial Lottery:
1. Selected Initial Qualified Applicants will be entitled to select their desired Rent-To-Own Strata Lots (in the order drawn) from the available units as designated by the Grantor; and
 2. The Grantor will compile two (2) waitlists (a one-bedroom waitlist and a two-bedroom waitlist) with three (3) names per waitlist (together, the “**Waitlist**”) from the remaining Initial Qualified Applicants, if any.
- (viii) The selected Initial Qualified Applicants will meet with a Grantor representative to review and execute a Rent-to-Own Purchase Agreement together with an early possession agreement. Upon execution of the foregoing documents, an Initial Qualified Applicant will become a “**Participant**” in the Rent-to-Own Program.

5. SECONDARY SELECTION PROCESS

For the purposes of this Schedule “A” the “**Secondary Selection Process**” means all of the steps set out in subsections 5(a)(i) -(v) and 5(c)(i)-(vii), inclusive.

(a) OVERVIEW

- (i) If, following the completion of the Initial Selection Process, Rent-to-Own Strata Lots remain available, the Grantor shall first approach those Initial Qualified Applicants on the Waitlist, if any, to participate in the Rent-to-Own Program.
- (ii) In the event none of the Initial Qualified Applicants on the Waitlist, if any, elect to participate in the Rent-to-Own Program, the Grantor shall conduct a second round of advertising of the Rent-to-Own Program.

- (iii) The Grantor shall conduct the second round of advertising in accordance with Section 4(b)(i) until the Grantor has received at least 160 registrations on its website from persons (the "**New Registrants**") interested in the Rent-to-Own Program.
- (iv) For clarity, nothing precludes those Registrants who were involved in the first round of advertising from participating in this secondary selection process and any reference to "New Registrants" will include Registrants, as applicable.
- (v) Following the advertising period, the Grantor will send formal application forms to the New Registrants, together with an information sheet setting out next steps. For clarity, formal applications will only be sent to those New Registrants who have confirmed they satisfy the eligibility criteria set out in Section 5(b) below.

(b) ELIGIBILITY

To be eligible for the secondary selection process in the Rent-to-Own Program, the buyer must sign a statutory declaration with respect to the eligibility requirements as follows:

- (i) The buyer's total annual qualifying income does not exceed:
 1. \$190,000 if the buyer is purchasing a 1-bedroom Rent-to-Own Strata Lot; or
 2. \$270,000 if the buyer is purchasing a 2-bedroom Rent-to-Own Strata Lot.
- (ii) The buyer has, within the 60-day period prior to signing the statutory declaration and the Rent-to-Own Purchase Agreement, qualified for a residential mortgage for the purchase of the Rent-to-Own Strata Lot.
- (iii) During the period between when the buyer takes possession of the strata lot and when the buyer completes the purchase of the strata lot, the buyer intends to use the strata lot as the buyer's primary residence and not as an investment unit and the buyer intends to personally live in the strata lot.

The statutory declaration will be signed by the buyer immediately before or concurrently with the buyer executing the Rent-to-Own Purchase Agreement for the Rent-to-Own Strata Lot. The buyer will confirm, in the statutory declaration, that the eligibility requirements set out above are satisfied as of the date that the statutory declaration is signed. For certainty, any buyer who signs such a statutory declaration is deemed for all purposes to have met the eligibility requirements of the Rent-to-Own Program.

(c) PROCESS

The New Registrants will follow the selection process as outlined in Section 4(b)(ii) and Section 4(b)(iii) in addition to the following:

- (i) The Mortgage Specialist will decide of which New Registrants qualify for financing at the then prevailing market interest rate and will forward a list of qualified Registrants (each a "**Secondary Qualified Applicant**" and collectively, the "**Secondary Qualified Applicants**") to the Grantor.
- (ii) The Grantor will then divide the Secondary Qualified Applicants into three categories being:

1. Secondary Qualified Applicants who are first-time home buyers and who are either:
 - a. local residents who have lived in the City for a period of at least one year prior to submitting an application to the Rent-to-Own Program, or;
 - b. front line workers, including doctors, nurses, other hospital employees, teachers, police, fire fighters, emergency response workers or municipal employees
 - b) (together, the "**Secondary Preferred Applicants**");
 2. All other first-time home buyers (the "**Secondary Non-Preferred First-time Home Buyer Applicants**"); and
 3. All other Secondary Qualified Applicants (the "**Secondary Other Applicants**").
- (iii) The Grantor will then hold a lottery to select Secondary Qualified Applicants to participate in the Rent-to-Own Program as follows:
1. The Secondary Preferred Applicants will be entered in a draw to be selected for the Rent-to-Own Program (the "**Secondary First Draw**");
 2. If, after the Secondary First Draw is concluded, Rent-to-Own Strata Lots remain available, the Secondary Non-Preferred First-time Home Buyer Applicants will be entered in a draw to be selected for the Rent-to-Own Program (the "**Secondary Second Draw**" and together with the Secondary First Draw, the "**Second Lottery**"); and
- (iv) Following the completion of the Second Lottery:
1. The selected Secondary Qualified Applicants will be entitled to select their desired Rent-To-Own Strata Lots (in the order drawn) from the available units as designated by the Grantor; and
 2. The Grantor will compile two (2) waitlists (a one-bedroom waitlist and a two-bedroom waitlist) with three (3) names per waitlist (together, the "**Second Waitlist**") from the remaining Secondary Qualified Applicants, if any.
- (v) The selected Secondary Qualified Applicants will meet with a Grantor representative to review and execute a Rent-to-Own Purchase Agreement together with an early possession agreement and the statutory declaration described in Section 5(b) above. Upon execution of the foregoing documents, a Secondary Qualified Applicant will become a "**Participant**" in the Rent-to-Own Program.
- (vi) If, after the Secondary Lottery is completed, Rent-to-Own Strata Lots remain available, the Grantor shall approach those individuals named on the Second Waitlist, if any, to participate in the Rent-to-Own Program.
- (vii) In the event none of the Secondary Qualified Applicants on the Second Waitlist, if any, elect to participate in the Rent-to-Own Program:

- a. the Grantor will notify and submit to the City a summary report, which will include a record of New Registrants, a list of Participants (for the purposes of Section 5(c)(v)), and an explanation of why Secondary Preferred Applicants and Secondary Non-Preferred First-time Home Buyer Applicants did not elect to participate in the Rent-to-Own Program;
 - b. upon written approval by the City, which approval will be given no later than ten (10) days following receipt of the report required under section 5(c)(vii)(a) above, all Secondary Other Applicants will be entered in a draw to be selected for the Rent-to-Own Program (the "**Third Draw**"). Following the completion of the Third Draw the selected Secondary Other Applicants will be entitled to select their desired Rent-To-Own Strata Lots (in the order drawn) from the available units as designated by the Grantor; and
 - c. following the Third Draw, the Secondary Selection Process will be deemed to be completed by the Grantor (the "**Completion of the Secondary Selection Process**").
- (viii) Notwithstanding the Completion of the Secondary Selection Process, the Grantor will have the option in their sole discretion, but not the obligation to seek additional Secondary Qualified Applicants for any remaining Rent-to-Own Strata Lots without reference to all of the steps enumerated in the Secondary Selection Process. For clarity, under this section 5(c)(viii) these Secondary Qualified Applicants will not be required to register through the Grantor's website and the Grantor will not be required to divide the Secondary Qualified Applicants into categories but will instead find and select Secondary Qualified Applicants for the remaining Rent-to-Own Strata Lots on a first-come, first-served basis. For the purposes of this section 5(c)(viii), the Grantor will maintain a general preference for first-time homebuyers, where applicable.
- (ix) Any Rent-to-Own Strata Lots that remain unsold after the Completion of the Secondary Selection process will be dealt with accordance with Section 7 below.

6. REPORTING

Summary reports will be provided by the Grantor to the City of Port Moody on request summarizing the roll-out of the program. It is intended that these will be provided at a minimum upon occupancy of the Development. Information will be provided to the extent that it does not impact the Grantor's obligations of confidentiality.

7. RELEASE OF RENT-TO-OWN STRATA LOTS FROM RENT-TO-OWN PROGRAM

Upon the Completion of the Secondary Selection Process if there are any remaining Rent-to-Own Strata Lots (the "**Unsold Strata Lots**") the Grantor may apply to the City for the release of the Unsold Strata Lots from the Rent-to-Own Program in accordance with the following:

- (a) The Grantor will provide to the City a report including:
 - (i) a summary of the advertising activity pursuant to Section 4 and Section 5;

- (ii) a database of Registrants and New Registrants (with the understanding that certain information, including personal information may be redacted in accordance with the Grantor's confidentiality obligations); and
- (iii) an explanation of why Registrants and New Registrants who were Qualified Applicants chose not to proceed, if applicable

c) (together, the "**Final Report**").

- (b) Within thirty (30) days of receipt of the Final Report and the City being satisfied that the Grantor has complied with its obligations under Section 4 and Section 5, the City will confirm the release of the Unsold Strata Lots from the Rent-to-Own Program. For clarity, the Rent-to-Own Program will be deemed to have ended with respect to the Unsold Strata Lots and the Grantor may deliver to the City a registrable discharge of the Agreement from title to the Unsold Strata Lots which the City will promptly execute and return.

8. REFERNCES

Any reference to Initial Qualified Applicant or Secondary Qualified Applicant shall mean "Qualified Applicant". Words in the singular include the plural, and words in the plural include the singular.

PURCHASE AGREEMENT

Participants will enter into a Contract of Purchase and Sale in a form acceptable to the City (the "Rent-to-Own Purchase Agreement"). This Rent-to-Own Purchase Agreement formalizes the Rent-to-Own Program and accurately describes all aspects of the Rent-to-Own Program as initially proposed to City Council.

Key terms of the Rent-to-Own Purchase Agreement include:

Deposit Structure: *A \$5,000 non-refundable deposit is due on the day the Participant enters into the Rent-to-Own Purchase Agreement. An additional non-refundable \$5,000 deposit (both \$5,000 deposits, collectively referred to as the "Deposit") is due on or before the commencement of construction after a building permit is issued for the Rent-To-Own Strata Lots (i.e. the beginning of the rental period).*

Possession Date: *The Participant will take early possession of their Rent-To-Own Strata Lots at the Development twenty-four (24) months prior to the Completion Date provided however that if the Participant does not take possession of the Rent-to-Own Strata Lot on the date specified in the Possession Notice, the Completion Date will, nevertheless, be twenty-four (24) months following the date specified in the Possession Notice, or such earlier date as the Participant may elect on not less than ten (10) days written notice to the Granter.*

Assignment: *A Participant in the Rent-to-Own Program may not assign his or her interest in their Rent-To-Own Strata Lots at the Development or the Rent-to-Own Purchase Agreement.*

Termination Rights: *The Participant is entitled to terminate the Rent-to-Own Purchase Agreement up to sixty (60) days prior to the Completion Date by written notice to the Granter. If the Participant elects to terminate the agreement (or otherwise defaults on his or her obligation to complete the purchase of the Rent-To-Own Strata Lot pursuant to the Rent-to-Own Purchase Agreement), the Deposit will be forfeited to the Granter, and the amount of such forfeited Deposit will be paid by the Granter to the City as a contribution to the City's affordable housing fund.*

Application of Rent: *If the Participant elects to complete the purchase of their Strata Lot, all rent paid by the Participant together with the Deposit will be applied to the purchase price of the Rent- To-Own Strata Lot.*

If the Participant elects not to complete the purchase of the Rent-To-Own Strata Lot (or otherwise defaults on his or her obligation to complete the purchase of the Rent-To-Own Strata Lot pursuant to the Rent-to-Own Purchase Agreement), Section 3.2 of the Housing Agreement shall apply.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. Marcon Albert Properties Ltd., (the “**Grantor**”) is the registered owner of the Land described in Item 2 of Page 1 of the Form C (the “**Lands**”);
- B. the Grantor granted HSBC Bank Canada. (the “**Prior Chargeholder**”) Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the “**LTO**”) under Nos. CA8617425 and CA8617426

(together, the “**Prior Charge**”); and
- C. the Grantor granted to the City of Port Moody (the “**City**”) a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the “**Subsequent Charge**”);

NOW THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the City (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land; and
2. The Prior Chargeholder grants to the City, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title, and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title, and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered, and registered prior to the execution, delivery, and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.