

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 3156

A Bylaw to authorize a Housing Agreement
under section 483 of the *Local Government Act*

THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF ESQUIMALT, in open
meeting assembled, enacts as follows:

1. This bylaw may be cited as the *"HOUSING AGREEMENT BYLAW, 2025, NO. 3156"*.
2. The Mayor and the Township's Corporate Officer are authorized to execute the Housing Agreement:
 - (a) set out in Schedule A,
 - (b) between the Township and 1449934 B.C.LTD., INC. NO. BC1449934, and
 - (c) that applies to the land known as 1007 Arcadia Street, legally described as:

PID: 000-956-538 Lot 3, Section 10, Esquimalt District, Plan 5749

READ a first time by the Municipal Council on the 21st day of July, 2025.

READ a second time by the Municipal Council on the ____ day of _____, 2025.

READ a third time by the Municipal Council on the ____ day of _____, 2025.

ADOPTED by the Municipal Council on the ____ day of _____, 2025.

BARBARA DESJARDINS
MAYOR

DEBRA HOPKINS
CORPORATE OFFICER

**SCHEDULE A to Bylaw No. 3156
HOUSING AGREEMENT**

HOUSING AGREEMENT

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

THIS AGREEMENT is made upon execution by all parties following
Township Council's adoption of the associated Housing Agreement Bylaw.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road,
Esquimalt, BC V9A 3P1

("the "Township")

AND

1449934 B.C. LTD., INC.NO. BC1449934

773 Jasmine Avenue
Victoria, BC V8Z 2P1

(the "Owner")

RECITALS:

- A. Under Section 483 of the *Local Government Act*, R.S.B.C. 2015 c.1 (the "**LGA**"), the Township may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the Agreement, including but not limited to terms and conditions referred to in Section 483(2) of the *LGA*;
- B. The Owner is the registered owner in fee-simple of those lands with a current civic address of 1007 Arcadia Street in the Township of Esquimalt in the Province of British Columbia ("BC"), and legally described as:
PID: 000-956-538
Lot 3, Section 10, Esquimalt District, Plan 5749 (the "**Lands**").
- C. The Owner has submitted an application to the Township to rezone the Lands to Comprehensive Development District No. 166 (1007 Arcadia Street) CD No. 166 further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 3155 (the "**Amendment Bylaw**") to authorize the development of a Townhouse Residential strata building with six (6) residential townhouse strata dwelling units (the "**Dwelling**").

Units”), including that at least one (1) of the Dwelling Units must be an affordable residential housing unit sold to an eligible buyer at 80% of market value (the “Development”), and acknowledging that the restrictions and requirements contained herein are in the public interest, the Owner has offered and voluntarily provided this Agreement to the Township, and the Township has accepted this Agreement as a condition of the Amendment Bylaw.

- D. The Owner and the Township wish to enter into this Agreement, as a Housing Agreement pursuant to Section 483 of the *Local Government Act*, to secure the agreement of the Owner with respect to the matters noted herein (the “Agreement” or the “Housing Agreement”), the parties acknowledging that Notice of this Housing Agreement shall be placed on title to the Lands and shall be binding on future owners in accordance with *Local Government Act* section 483(6).

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

1. DEFINITIONS

- 1.1. Unless otherwise stated, the definitions of the Township’s ZONING BYLAW, 1992 NO. 2050 (the “Zoning Bylaw”) apply to this Agreement, as amended and replaced from time to time.
- 1.2. The following words and terms in this Housing Agreement have the following meanings:
- (a) “Eligible Buyer” means an individual person who:
 - (i) Is a first time home buyer, being a buyer who has not owned a principal residence for at least 5 years immediately prior to the date of purchase of the Sub-Market Unit;
 - (ii) has been a resident of, and maintained their principle residence within, the Capital Regional District for at least one (1) year immediately prior to the date of purchase of the Sub-Market Unit;
 - (iii) provides Proof of Income that their annual gross household income for at least one year prior to the date of purchase of the Sub-Market Unit does not exceed the 75th percentile for families with children as determined by BC Housing, from time to time; and

- (iv) intends to immediately use and occupy the Sub-Market Unit exclusively as their principal residence, and not rent or lease the Sub-Market Unit to any other person nor leave the unit vacant or use it solely for a business or profession.
- (b) **"Previous Sale Price"** means the sale price of the last sale, assignment or other transfer of the Sub-Market Unit to an Eligible Buyer;
- (c) **"Proof of Income"** means a tax return filed with Canada Revenue Agency or a notice of assessment from Canada Revenue Agency under the *Income Tax Act*;
- (d) **"Sub-Market Unit"** means the minimum one (1) townhouse strata Dwelling Unit within the Development to be designated by the Owner within the Development as the strata lot that must be sold at a Sub-Market Purchase Price or Sub-Market Resale Price, as applicable, to an Eligible Buyer;
- (e) **"Sub-Market Purchase Price"** means a purchase price for a Sub-Market Unit that is no more than 80% of market value of the Sub-Market Unit based off of the current assessed value of the Sub-Market Unit as confirmed by either BC Assessment or an independent appraisal;
- (f) **"Sub-Market Resale Price"** means a purchase price for the Sub-Market Unit that:
 - (i) must not exceed the Previous Sale Price for the Sub-Market Unit plus the product of the Previous Sale Price multiplied by the change in Core Consumer Price Index for Victoria, as published from time to time by BCStats with data sourced from Statistics Canada, and
 - (ii) must be no more than 80% of the market value of the Sub-Market Unit based off of the current assessed value of the Sub-Market Unit as confirmed by either BC Assessment or an independent appraisal.

2. SALE AND RE-SALE OF ONE (1) SUB-MARKET UNIT

2.1. The Owner covenants and agrees that:

- (a) a minimum one (1) of the Dwelling Units on the Lands must be a Sub-Market Unit initially sold to an Eligible Buyer for a purchase price equal to or lesser than the Sub-Market Purchase Price;
- (b) following the initial sale of the Sub-Market Unit, the Sub-Market Unit must not be sold except to an Eligible Buyer for a purchase price equal to or lesser than the Sub-Market Resale Price; and

- (c) subject to Section 3, the Sub-Market Unit must be occupied for residential purposes by a registered owner and must not be rented or leased to other parties.

3. RENTAL OF SUB-MARKET UNIT RESTRICTED

- 3.1. All rentals of the Sub-Market Unit are prohibited except in the case of hardship, as determined by the Township, in its sole discretion.
- 3.2. Any rental of the Sub-Market Unit must:
 - (a) first be permitted in writing by the Township prior to any rental agreement or rental occupancy,
 - (b) be for a period of at least six months,
 - (c) be for a maximum term of no longer than two years, at which point the Sub-Market Unit must be listed for sale in accordance with section 2.1 of this Agreement,
 - (d) be rented under the terms of a residential tenancy agreement that complies with the provisions of the *Residential Tenancy Act* (BC), and
 - (e) not be for non-residential rentals, assignments, sub-lets, licenses and uses, such as business premises, vacation rentals (including such services as AirBNB or Vacation Rental By Owner), short term licenses, or short-stay use of any kind.

4. ADMINISTRATION & MANAGEMENT – REPORTING

- 4.1. Within thirty (30) days of receipt of a request from the Township, the Owner must provide the Township with a report in writing that identifies the following for the Development or portions thereof, respectively:
 - (a) The number, type (e.g., two-bedroom, three -bedroom), and location, by suite or address number, of all Sub-Market Units, including identifying those that are vacant and the reason for vacancy;
 - (b) The most recent purchase price paid for the Sub-Market Unit;
 - (c) The assessed value of the Sub-Market Unit;
 - (d) The BC Housing Income Limits and any other information used to determine the eligibility of a purchaser as an Eligible Buyer of the Sub-Market Unit;
 - (e) The number of individuals occupying the Sub-Market Unit;

- (f) The date the Sub-Market Unit was first occupied by the registered owner of the Sub-Market Unit in accordance with this Agreement;
 - (g) any changes or proposed changes to strata bylaws that may affect the terms of this Agreement; and
 - (h) Such further information identified at the request of the Township, provided such is relevant to the interpretation, administration or enforcement of this Housing Agreement.
- 4.2. The Owner will keep accurate records pertaining to the use and occupancy of the Dwelling Units. At the written request of the Township, within forty-five (45) days of receiving such request, the Owner will make such records available for inspection by the Township.
- 4.3. The parties acknowledge and agree that
 - (a) the reporting requirements will not be imposed more than once per year, unless there are reasonable grounds to believe that there may be a breach in fact or in spirit, of this Housing Agreement (as determined in the Township's sole discretion, for the purposes of reporting); and
 - (b) there are no reporting requirements unless the Township so requests, but when the Township requests a report the Township may request the information for the year in which such report is requested and for previous years not previously reported.

5. NOTICE IN LAND TITLE OFFICE

- 5.1. Notice of this Housing Agreement will be filed in the Land Title Office by the Township at the sole cost of the Owner in accordance with Section 483 of the *Local Government Act*, and this Housing Agreement is binding on the parties to this Housing Agreement as well as all persons who acquire an interest in the Lands after filing of the Notice.

6. RELEASE AND INDEMNITY

- 6.1. The Owner covenants and agrees to indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the Township or which the Township incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Housing Agreement, the breach of any covenant in this Housing Agreement, the granting of

any approvals or the use, occupancy and tenure of the Lands contemplated under this Housing Agreement.

- 6.2. The Owner releases and forever discharges the Township of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Owner can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Housing Agreement, the breach of any covenant in this Housing Agreement, the granting of any approvals or the use, occupancy, and tenure of the Lands contemplated under this Housing Agreement.

7. GENERAL PROVISIONS

- 7.1. **NOTICE:** Any notice permitted or required by this Housing Agreement to be given to either party must be given to that party at the address set out above, or at any other address of which the party has given the other party notice in writing expressly for the purposes of this Housing Agreement.
- 7.2. **CONFLICT:** In the event of a conflict between the terms of this Housing Agreement and the provisions of Township bylaws in relation to land use or density, the bylaws will prevail in accordance with Section 483(3) of the *LGA*.
- 7.3. **BINDING EFFECT:** This Housing Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees, in accordance with Section 483(6) of the *LGA*.
- 7.4. **TIME:** Time is of the essence of this Housing Agreement.
- 7.5. **WAIVER:**
- (a) No provision of this Housing Agreement may be waived by a party unless the waiver is expressed in writing by the party.
 - (b) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Housing Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 7.6. **HEADINGS:** The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

- 7.7. **LANGUAGE:** Wherever the singular, masculine, and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 7.8. **CUMULATIVE REMEDIES:** No remedy under this Housing Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity. Damages will be an inadequate remedy for the Township, and the Township is entitled to an order for specific performance or a prohibitory or mandatory injunction in order to compel performance of the obligations in this Housing Agreement.
- 7.9. **RELATIONSHIP OF PARTIES:**
- (a) No provision of this Housing Agreement may be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
 - (b) The Owner is solely responsible for all costs and expenditures required to fulfill its obligations under this Housing Agreement, whether those costs and expenses are, or are not, specifically referred to in this Housing Agreement.
- 7.10. **FURTHER ASSURANCES:** The Owner will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Housing Agreement.
- 7.11. **ENTIRE AGREEMENT:**
- (a) This Housing Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Housing Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
 - (b) No representations, warranties or conditions, express or implied, oral or otherwise, have been made other than those expressed in this Housing Agreement.
- 7.12. **NO RESTRICTION ON TOWNSHIP AUTHORITY:** Except as required by Section 483 of the *LG4*, nothing contained or implied in this Housing Agreement:
- (a) prejudices or affects the rights, powers or discretion of the Township in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Housing Agreement had not been executed and delivered by the Owner;

- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Housing Agreement or the breach of any provision in this Housing Agreement; or
- (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Housing Agreement or at law or in equity.

7.13. SEVERABILITY: Each article of this Housing Agreement is severable. If any provision of this Housing Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision may be severed and the illegality or invalidity thereof will not affect the validity of the remainder of this Housing Agreement.

7.14. ACKNOWLEDGEMENT: The Owner acknowledges having been directed to obtain independent legal advice and having read and fully understood all the terms and conditions of this Housing Agreement. The Owner confirms that this Housing Agreement has been entered into voluntarily. The Owner acknowledges and agrees that any information submitted to the Township is subject to the BC *Freedom of Information and Protection of Privacy Act*.

7.15. AMENDMENT:

- (a) This Agreement may be amended from time to time upon terms and conditions acceptable to the parties.
- (b) The Owner acknowledges that it is within the Township's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

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

7.17. COUNTERPARTS: This Housing Agreement may be executed and delivered in counterparts with the same effect as if both parties had signed the same document. Each such counterpart is deemed to be an original. All counterparts are construed together and constitute one and the same Agreement.

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

TOWNSHIP OF ESQUIMALT
by its authorized signatories
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Mayor
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Date signed: _____, 2025)

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Chief Administrative Officer
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Date signed: _____, 2025)

1449934 B.C. LTD., INC.NO. BC1449934
by its authorized signatories
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Name:
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Date signed: _____, 2025)

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Name:
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Date signed: _____, 2025)