

CITY OF NANAIMO

BYLAW NO. 7174

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

WHEREAS Section 905 of the *Local Government Act* provides that Council may enter into a Housing Agreement, which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Council wishes to enter into such an Agreement with respect to certain housing units located in the City of Nanaimo;

THEREFORE BE IT RESOLVED, the Council of the City of Nanaimo in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "HOUSING AGREEMENT BYLAW 2013 NO. 7174".
2. The Council of the City of Nanaimo hereby authorizes the Mayor and Corporate Officer to enter into an Agreement, on behalf of the City of Nanaimo, in substantially the form attached hereto as Schedule 'A', which sets out the terms and conditions of the occupancy of the housing units identified in the Agreement. The land identified in the Agreement is legally described as "LOT 1, SECTION 17, RANGE 8, MOUNTAIN DISTRICT, PLAN EPP12446".
3. Upon execution of the Agreement by the Mayor and Corporate Officer and application of the seal of the City of Nanaimo, this Agreement shall be validly entered into as authorized by this Bylaw.

PASSED FIRST READING 2013-MAY-13
PASSED SECOND READING 2013-MAY-13
PASSED THIRD READING 2013-MAY-13
ADOPTED 2013-MAY-27

J. R. RUTTAN
MAYOR

D. W. HOLMES
DEPUTY CORPORATE OFFICER

File: CIP01871
Address: 1917 Northfield Road
Applicant: Nanaimo Travellers Lodge Society

SCHEDULE A
HOUSING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "City")

OF THE FIRST PART

AND:

NANAIMO TRAVELLERS LODGE SOCIETY
1298 Nelson Street
Nanaimo, BC V9S 3B6

(the "Owner")

OF THE SECOND PART

WHEREAS:

A. The City may, by agreement under section 905 of the *Local Government Act*, 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 905(2) of the *Local Government Act*,

B. The Owner is the registered owner in fee-simple of the lands described as:

PID: 028-585-607

LOT 1, SECTION 17, RANGE 8, MOUNTAIN DISTRICT, PLAN EPP12446

Civic Address: 1917 Northfield Road

(the "Lands"),

And wishes to develop a personal care facility rental housing development with one hundred and thirty (130) beds (sleeping units) intended for occupancy by tenants (the "Housing Units");

C. The City wishes to enter into this Agreement to establish terms and conditions regarding the occupancy of the Housing Units identified in the Agreement and the Owner has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act* and in consideration of the premises and covenants contained in this Agreement, the parties hereto covenant and agree with the other as follows:

1.0 INTERPRETATION

- 1.1 The City and the Owner agree that the definitions in the City of Nanaimo's Zoning Bylaw 2011 No. 4500, as amended from time to time, apply to the interpretation of the terms in this Agreement.

2.0 OCCUPANCY OF HOUSING UNITS

- 2.1 The Owner covenants and agrees with the City that a minimum of thirty (30%) percent of the persons occupying the Housing Units must have an income that is equal to or less than the Core Need Income Threshold ("CNIT") as established by Canada Mortgage and Housing Corporation ("CMHC") (or BC Housing) from time to time for Nanaimo.
- 2.2 Should CNIT's no longer be produced by CMHS or BC Housing, then the income level applicable to section 2.1 shall be determined by reference to the most recently available CNIT figures for Nanaimo plus an annual adjustment no less than the Cost of Living Allowance ("COLA") prepared by Statistics Canada.

3.0 ANNUAL REPORT

- 3.1 The Owner further covenants and agrees that during the term of this Agreement, it will, commencing on the first anniversary of the date an occupancy permit is issued for the building on the Lands, and on that anniversary date annually thereafter, provide to the City's General Manager of Community Safety and Development a report in writing confirming:
- (a) that the Housing Units continue to be occupied as required under this Agreement;
 - (b) identification by suite number of the Housing Units that are being rented to tenants who qualify under Part 2 of this Agreement; and
 - (c) the total number of tenants of the Housing Units and the total number of tenants who qualify under Part 2 of this Agreement.

4.0 BINDING EFFECT

- 4.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, administrators and permitted assignees.

5.0 NO WAIVER

- 5.1 The waiver by a party or any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar

6.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 6.1 Notice of this Agreement shall be registered in the *Land Title Act* by the City, at the cost of the Owner, in accordance with section 905 of the *Local Government Act*, and this Agreement shall be binding on all persons who acquire an interest in the Land after registration of this notice.

7.0 TERMINOLOGY

7.1 Wherever the singular, masculine or neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context requires.

8.0 B.C. LAWS GOVERN

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

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

CITY OF NANAIMO by its authorized signatories:)
)
)
)
_____)
Mayor, John Ruttan)
)
_____)
Corporate Officer)

NANAIMO TRAVLLERS LODGE SOCIETY by its)
authorized signatories:)
)
)
_____)
Name:)
)
_____)
Name:)