

CITY OF NANAIMO

BYLAW NO. 7463

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT

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WHEREAS Section 483 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 for all purposes as the "City of Nanaimo Housing Agreement Bylaw 2026 No. 7463".
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 19, BLOCK D, SECTION 1, NANAIMO DISTRICT, PLAN 584 EXCEPT PART IN PLAN VIP521 (626 Haliburton Street).
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: 2026-SEP-21  
PASSED SECOND READING: 2026-SEP-21  
PASSED THIRD READING: 2026-SEP-21  
ADOPTED: 2026-OCT-05

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L.E. KROG

MAYOR

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S. GURRIE

CORPORATE OFFICER

File: HA000022  
Address: 626 Haliburton Street

## **SCHEDULE A**

### **TERMS OF INSTRUMENT - PART 2**

#### **HOUSING AGREEMENT AND SECTION 219 COVENANT**

**THIS AGREEMENT** is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**BETWEEN:**

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

(the "**City**")

**AND:**

**TILlicum LELUM ABORIGINAL SOCIETY**  
927 Haliburton Street  
Nanaimo BC V9R 6N4

(the "**Owner**")

#### **WHEREAS:**

- A. Under section 483 of the *Local Government Act*, the City may, by bylaw, enter into a Housing Agreement regarding the occupancy of the Single Residential Dwelling identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality in respect of the use of land or construction on land;
- C. The Owner is the registered owner in fee simple of the Land described as:  
  
PID 002-090-571, LOT 19, BLOCK D, SECTION 1, NANAIMO DISTRICT, PLAN 584  
EXCEPT PART IN PLAN VIP521, CIVIC ADDRESS: 626 HALIBURTON ROAD,  
NANAIMO BC V9R 6N4.
- D. The City and Owner wish to enter into this Agreement ("**Agreement**") to restrict the use of the Land on the terms and conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of one dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

1. **DEFINITIONS**

In this Agreement,

“**Agreement**” means this agreement, including its recitals;

“**Land**” means the parcel of land having the civic address of 626 Haliburton Street, Nanaimo, BC, and legally described as LOT 19, BLOCK D, SECTION 1, NANAIMO DISTRICT, PLAN 584 EXCEPT PART IN PLAN VIP521 (PID: 002-090-571);

“**Tenant**” means a tenant or tenants of the Single Residential Dwelling.

“**Zoning Bylaw**” means City of Nanaimo Zoning Bylaw 2011 No. 4500, as amended from time to time, and any enactment that may replace it.

2. **USE OF SINGLE RESIDENTIAL DWELLING**

- 2.1 The Grantor covenants and agrees that the maximum monthly rental rate for each tenant in the Single Residential Dwelling (as defined in the Zoning Bylaw) not exceed the most recent Income Assistance Rate published by the Province of British Columbia.

3. **TERM OF THE AGREEMENT**

The term of this Agreement will be for sixty (60) years, commencing on the date of adoption of “City of Nanaimo Housing Agreement Bylaw 2026 No. 7463”. As long as the Owner is not in default of the terms and conditions of this Agreement, this Agreement shall be automatically renewed each year.

4. **ANNUAL REPORT**

- 4.1 The Grantor further covenants and agrees that during the term of this Agreement, it will, commencing on the first anniversary of the adoption of “City of Nanaimo Housing Agreement Bylaw 2026 No. 7463”, and on that anniversary date annually thereafter, provide to the City’s Director of Planning & Development a report in writing and in a form acceptable to the City’s Director of Planning & Development confirming that the Single Residential Dwelling continues to be used and occupied as required under this Agreement.

5. **COMPLIANCE**

The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is in compliance with this Agreement.

6. **BINDING EFFECT**

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

7. **ENFORCEMENT AND WAIVER**

- 7.1 Nothing contained or implied herein shall prejudice or affect the rights and powers of the City 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 Land as if this Agreement had not been executed and delivered by the Grantor. 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 Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 7.2 The parties agree that the City is not obligated to inspect the Land or to otherwise ensure compliance with this Agreement, nor is the City obligated to remedy any default of this Agreement. A failure by the City to enforce this Agreement shall not constitute a waiver of any of the City's rights hereunder.
- 7.3 No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available at law or in equity.
- 7.4 The Grantor covenants and agrees that, in addition to any remedies that are available under this Agreement or at law, the City is entitled to all equitable remedies, including specific performance, injunction and declarative relief to enforce its rights under this Agreement. 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.
- 7.5 The Grantor acknowledges that the City requires this Housing Agreement 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. Should any breach be unintentional, and the Grantor promptly provides written notice to the City and actively and diligently works to remedy the breach, the Grantor shall have a cure period of up to a maximum of 60 days from the date the breach is identified to rectify the breach, and the Daily Amount shall not accrue during this cure period. 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. The Daily Amount may be collected by the City as a rent charge under the following section.
- 7.6 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 7.5. 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.

8. **NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

Notice of this Agreement shall be registered in the Land Title Office by the City, at the cost of the Owner, in accordance with section 483 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.

9. **TERMINOLOGY**

Wherever singular, masculine or gender neutral terms 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.

10. **BC LAWS GOVERN**

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

11. **NOTICE**

Any notice to be given pursuant to this Agreement must be in writing and delivered personally or sent by registered mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Agreement and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it will be considered given 5 days after mailing. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this agreement must do so by delivery as provided in this section. A party may change its address for the purposes of this section by giving notice in accordance with this section.

12. **EXECUTION IN COUNTERPARTS & ELECTRONIC DELIVERY**

This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their intention and agreement to be bound by this Agreement, the parties hereto have executed the General Instrument – Part 1 (Land Title Act Form C) which is attached to and forms part of this Agreement.

**EXECUTED BY THE CITY** at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF NANAIMO by its authorized )  
signatories )  
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\_\_\_\_\_)  
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\_\_\_\_\_)

**EXECUTED BY THE OWNER** at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2026.

TILlicum LELUM ABORIGINAL SOCIETY )  
by its authorized signatories )  
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