

CITY OF SURREY

BY-LAW NO. 14440

A by-law to authorize the City of Surrey to enter into a housing agreement

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WHEREAS the City of Surrey has received an application to enter into a housing agreement

AND WHEREAS Section 905 of the Local Government Act, R.S.B.C. 1996 c.323, as amended (the "*Local Government Act*"), empowers the Council or the City of Surrey to enter into a housing agreement;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The City of Surrey is hereby authorized and empowered to enter into a housing agreement in the form attached hereto as Schedule A and forming part of this By-law (the "Housing Agreement") with the following party:

SALAMAT OPERATIONS SOCIETY

(Inc. No.)

4th Floor, 195 Alexander Street

Vancouver, B.C.

V6A 1N8

and with respect to that certain parcel or tract of lands and premises, situate lying and being in the City of Surrey, in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 007-096-909

Lot 37 Except: Parcel "C" (By-law Plan 77913), Section 19,
Township 2, New Westminster District, Plan 34315

(12695 - 72 Avenue)

Parcel Identifier: 007-095-473

Lot 38 Except: Parcel "D" (By-law Plan 77913), Section 19,
Township 2, New Westminster District, Plan 34315

(12709 - 72 Avenue)

(the "Lands")

2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.

3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 905 of the Local Government Act, that the Lands are subject to the Housing Agreement.

4. This By-law shall be cited for all purposes as "Salamat Operations Society, Authorization By-law, 2001, No. 14440".

PASSED THREE READINGS on the 18th day of June, 2001.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 25th day of June, 2001.

MAYOR

CLERK

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HOUSING AGREEMENT

THIS AGREEMENT dated for reference the 25th day of June, 2001.

BETWEEN:

SALAMAT OPERATIONS SOCIETY (Incorporation Number))

**a society incorporated under the laws of British Columbia and having an address at 4th Floor,
195 Alexander Street, Vancouver, BC V6A 1N8**

(the "Owner")

AND:

CITY OF SURREY, a municipal corporation,

14245 - 56th Avenue, Surrey, B.C. V3X 3A2

(the “City”)

GIVEN THAT:

- A. The Owner is leasing the Land (as hereinafter defined) from PRHC (as hereinafter defined) and intends to construct a residential housing development thereon for social housing purposes;
- B. The City may, pursuant to Section 905 of the *Local Government Act*, enter into an agreement with an owner of the land that includes terms and conditions regarding the occupancy of dwelling units located on the lands of the owner; and
- C. The Owner and the City wish to enter into such a housing agreement with respect to the dwelling units to be built and located on the Land, to limit the use of the dwelling units to affordable rental housing; and
- D. The City Council has, by bylaw, authorized the execution of this Agreement and the City entering into this Agreement;

THIS AGREEMENT WITNESSES THAT, in consideration of the promises and covenants set out in the Agreement and the sum of ONE DOLLAR (\$1.00) now paid by the City to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner, the parties covenant and agree with each other as follows:

Definitions

1. In this Agreement:

“Affordable Rental Housing” means rental housing that:

(a) is affordable to those who cannot afford to pay the market rent for comparable rental housing in the City, as determined under section 4;

and

(b) is operated on a not-for-profit basis by a society under the *Society Act* (British Columbia), a government organization, or other organization or entity of a not-for-profit nature;

“BCHMC” means the British Columbia Housing Management Commission;

“Land” means the land in the City of Surrey legally described as that portion of:

Parcel Identifier:

Lot 1

Section 19

Township 2

New Westminster District

Plan LMP_____

“Operating Agreement” means an agreement entered into or to be entered into between the Owner and BCHMC which provides, amongst other things, for BCHMC to subsidize the Owner's cost of operating the dwelling units located on the Land.

“PRHC” means Provincial Rental Housing Corporation.

Interpretation

2. Reference in this Agreement to:

(a) the singular includes a reference to the plural and a reference to the plural includes a reference to the singular;

(b) a “party” is a reference to a party to this Agreement;

(c) a particular numbered “article” or “section” or a particular lettered “schedule” is a reference to the corresponding numbered or lettered article, section or schedule of this Agreement; and

(d) an “enactment” is a reference to an enactment as defined in the *Interpretation Act* and is a reference to any revision, amendment or re-enactment for, or replacement for, that enactment.

Use of Land

3. The Owner agrees that the Land may be used only in accordance with the following conditions:

(a) the Land shall not be further subdivided by subdivision plan, strata plan, lease or otherwise and no application or its further subdivision may be made by the Owner or anyone else without the prior written consent of the City and BCHMC;

- (b) the Land shall be used only for construction, use and occupation of Affordable Rental Housing; and

- (c) the Affordable Rental Housing shall be used, occupied and administered in accordance with and pursuant to an Operating Agreement with the BCHMC.

Determination of Affordable Rental Housing

4. For the purposes of section 3, the City may, acting reasonably, determine whether the Land is being used for Affordable Rental Housing, and the City's determination is conclusive for the purposes for this Agreement, provided that if the use of the Land is in accordance with the then-existing Operating Agreement with BCHMC and with the other requirements of BCHMC, it is deemed to be used for Affordable Rental Housing.

Public Interest Issues

5. The City and the Owner agree that given the public interest in ongoing use of the Land for Affordable Rental Housing and the corresponding need for effective protection against breaches of this Agreement, the public interest strongly favours an order for specific performance or a prohibitory or mandatory injunction in favour of the City in respect of any breach by the Owner of this Agreement.

Waiver

6. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

7. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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.

Binding Effect

8. This Agreement binds the parties to it and their respective successors, assigns, and lessees, sub-lessees, heirs, executors and administrators.

Deed and Contract

9. By executing and delivering this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

Liability during Ownership

10. The Owner is only liable for breaches of this Agreement that occur while the owner is leasing the Land pursuant to a registered ground lease.

Notice on Title

11. The Owner acknowledges that, pursuant to Section 905 of the *Local Government Act*, the City shall file in the Land Title Office a notice that the Land is subject to this Agreement, and that, once the notice is filed, this Agreement is binding on all persons who acquire an interest in the Land.

Amendment and Termination

12. This Agreement may not be modified or amended except by bylaw of the City, upon an agreement in writing between the City and the Owner. This Agreement may be terminated or discharged by the City without the consent or agreement of the Owner.

Headings

13. The division of this Agreement into articles, sections and schedules is for convenience of reference only and does not affect its interpretation. The article and section headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

Entire Agreement

14. This is the entire agreement between the parties concerning its subject and supersedes and terminates all other agreements, understandings and promises concerning its subject.

Joint and Several

15. In the case of more than one owner, the grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities of the owner shall be construed and held to be several as well as joint.

Governing Law

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

No Joint Venture

17. Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the City or give the Owner any authority or power to bind the City in any way.

Time of Essence

18. Time is of essence of this Agreement.

Further Assurances

19. The parties shall execute and do all such further deeds, acts, things and assurances as they reasonably require to carry out the intent of this Agreement.

SALAMAT OPERATIONS SOCIETY

by its authorized signator(ies):

Print Name:

Print Name:

CITY OF SURREY

by its authorized signator(ies):

Print Name:

Print Name:

END OF DOCUMENT