

NO: R104

COUNCIL DATE: June 29, 2020

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **June 25, 2020**

FROM: **Director, Strategic Initiatives & Corporate Reporting** FILE:
General Manager, Planning & Development

SUBJECT: **Opportunities to improve the quality of care being provided and the number of Supportive Recovery Homes operating in Surrey**

RECOMMENDATION

The General Manager, Planning & Development and the Director, Strategic Initiatives & Corporate Reporting recommends that Council:

1. Receive this report for information;
2. Approve the recommended direction to improve both the quality of homes operators and the quality of care being provided at these homes as attached as Appendix "I" and as described in this report;
3. Direct the City Clerk to provide a copy of this report to each operator of a licensed Supportive Recovery Home in Surrey, each property owner that contains a licensed Supportive Recovery Home in Surrey, and each Community Association in Surrey; and
4. Direct staff to report back to Council on any written representations received prior to Council considering the revisions to *Zoning By-law, 1993, No. 12000* ("Zoning Bylaw") and the *Business License By-law, 1999, No. 13680* ("Business License Bylaw").

INTENT

The purpose of this report is to advise Council of the current regulation and licensing requirements in place for drug and alcohol recovery houses and to approve the recommended direction to improve both the quality of homes operators and the quality of care being provided at these homes.

BACKGROUND

Persons who have substance use related challenges have various substance use services available to them. Many of these services are regulated by the Province under the *Community Care and Assisted Living Act* and provided by the Fraser Health Authority or through a contracted service provider. A summary of the services available from the Fraser Health Authority in Surrey and the regional service available to persons from Surrey is provided in the Surrey Mental Health and Substance Use Service Fact Sheet, a copy of which is attached is Appendix “II”.

Assisted Living Residences for Supportive Recovery

In addition to, or as an alternative to the services provided by the Fraser Health Authority, persons who are recovering from a substance use addiction may consider moving into assisted living residence. An assisted living residence for supportive recovery (“Supportive Recovery Home”) provides care and supervision for adults who require low to moderate support such as structured activities, group work and peer mentoring for recovery from substance abuse before they move back to independent settings in their community.

Supportive Recovery Homes are privately run facilities typically in residential homes. These facilities are also commonly referred to as group homes, sober living homes, and transition homes. Supportive Recovery Homes are regulated by the Province under the *Community Care and Assisted Living Act*, and operators are required to be registered by the Assisted Living Registrar through the Ministry of Health.

In 2016, the Province updated the *Community Care and Assisted Living Act, S.B.C., 2002, c.75* to enhance the powers of the Assisted Living Registrar to provide greater oversight.

Council on December 16, 2016, as part of Corporate Report R262; 2016, a copy of which is attached as Appendix “III”, authorized the introduction of a business license requirement for Supportive Recovery Homes, and set a cap of number of licenses in the City at 55 (the “business license cap”). Currently 52 business licenses have been issued.

In 2019, the Province introduced the *Assisted Living Regulation, B.C. Reg. 189/2019*, effective December 1, 2019, to improve the quality of care being provided, at Supportive Recovery Homes.

Based on the updated *Community Care and Assisted Living Act*, and new *Assisted Living Regulation*, the core services of a Supportive Recovery Home consist of two services: hospitality service and assisted living service.

Hospitality Services include:

- Planning and providing meals and snacks;
- Housekeeping services;
- Laundry services;
- Planning and providing social and recreational opportunities; and
- 24-hour personal emergency response system.

Assisted Living Services may include:

- Assistance with managing medication;
- Programming (or psychosocial) supports;
- Behaviour management support;
- Therapeutic diets support;

- Safekeeping of money and other personal property; and
- Support with activities of daily living.

An operator only needs to provide **one** assisted living service to be eligible for registration as a Supportive Recovery Home.

Supportive Recovery by BC Housing

In addition to the housing options provided by the Fraser Health Authority and those available in Supportive Recovery Homes, BC Housing also has Supportive Housing that could be an option for persons who have substance use related challenges. BC Housing and their contracted service providers (such as the Lookout Housing and Health Society) provide housing and support services to persons who are homeless, or at risk of homelessness. Supportive Housing by BC Housing is not licensed by the Fraser Health Authority (except for supervised consumption services if they are available within the facility), nor registered by the Assisted Living Registrar, nor licensed by the City. In Surrey, BC Housing has the following supportive housing facilities:

- Nancy Gerard Building at 10662 King George Boulevard;
- Nickerson Place at 13550 105 Avenue;
- Steve Cobon Building at 13425 107A Avenue; and
- Timber Grove Apartments at 13922 101 Avenue.

In addition to these, staff are working with BC Housing to deliver a number of new supportive housing facilities:

- Peterson Place at 13245 King George Boulevard (anticipated completion in September 2020);
- Guildford at 14706 104 Avenue (anticipated completion in April 2021); and
- Newton at 13620 80 Avenue (anticipate TUP application to Council in July 2020).

The Nancy Gerard Building, Nickerson Plan and the Steve Cobon Building are all temporary facilities and various stages of being replaced with permanent facilities.

A listing of all the Supportive Housing available in the region is attached as Appendix “IV”.

Zoning for Supportive Recovery Homes

The *Zoning Bylaw* defines alcohol and drug recovery houses (referred to as Supportive Recovery Homes in this report) as a building which contains sleeping units for persons receiving on-site care and support for recovery from alcohol or drug dependency which is regulated under the *Community Care and Assisted Living Act*. The *Zoning Bylaw* states that these homes can accommodate no more than 10 persons where not more than 6 of whom are persons in care, and may be located in any residential Zone.

The *Zoning Bylaw* also has a specific zone, RMS-1A (Special Care Housing 1A Zone), for Supportive Recovery Homes operating in a single-family dwelling. In this zone, Supportive Recovery Homes may accommodate up to 12 persons.

The *Zoning Bylaw* defines care facilities as a building which contains sleeping units for persons receiving care or assistance where the building and/or operator are regulated or funded by

provincial or federal agencies, including care and assisted living as defined and regulated under the *Community Care and Assisted Living Act*.

The *Zoning Bylaw* also has specific zones, RMS-1 (Special Care Housing 1) and RMS-2 (Special Care Housing 2), that permit care facilities.

Business Licensing for Supportive Recovery

The *Business License Bylaw* requires that:

- Every applicant for an alcohol and drug recovery house license must submit to a criminal background check;
- Every operator of an alcohol and drug recovery house must keep a register book of all persons provided accommodation, including dates of arrival and departure;
- The operator of an alcohol and drug recovery house must require every person provided accommodation to sign the register; and
- The registration records must be produced for inspection at the request of an Inspector or the Chief Constable.

DISCUSSION

There are more Supportive Recovery Homes in Surrey than in every other community in British Columbia combined. There are many contributing factors that have resulted in this discrepancy as will be discussed further in the report.

The introduction of the business license cap has been effective to limit the number of Supportive Recovery Homes operating in the City, and the new regulations by the Province should help to improve the quality of Supportive Recovery Home operators and the quality of care they provide.

While efforts are being made to ensure Supportive Recovery Homes are operated appropriately, there are still several concerns and challenges with Supportive Recovery Homes operating in Surrey.

Quality of care being provided by operators

Since December 2018, two residents of a Supportive Recovery Home in Surrey have tragically died. While the Province has cancelled the registration and the City has cancelled the business licenses for the operator that operated the Supportive Recovery Homes where these residents lived, and while the Province has also brought about new regulations and that they are prioritizing their efforts on Supportive Recovery Homes in Surrey, it is expected that it will take at least 2-years for the Province to meet with every operator in Surrey, and for these operators to satisfy the requirements of the new regulations.

Disproportionate number of Supportive Recovery Homes in Surrey

The Province's Assisted Living Registry website, which is available at https://www.health.gov.bc.ca/assisted/mentalhealth_locator/index.php, lists all of the registered Supportive Recovery Homes and assisted living residences for mental health in the Province. The majority of the homes listed on the registry are Supportive Recovery Homes.

Municipality	Assisted Living Registry as of June 3, 2020			
	Number of ALR Registrations	Total Number of Units Registered	% of ALR Registrations in the Region	% of Units in Region
Surrey	56	396	62.90%	49.00%
Abbotsford	10	76	11.20%	9.40%
Vancouver	5	51	5.60%	6.30%
Maple Ridge	4	58	4.50%	7.20%
Coquitlam	3	48	3.40%	5.90%
Port Coquitlam	3	12	3.40%	1.50%
Burnaby	2	17	2.20%	2.10%
Langley Township	2	74	2.20%	9.20%
Richmond	1	38	1.10%	4.70%
Delta	1	7	1.10%	0.90%
North Vancouver District	1	19	1.10%	2.40%
New Westminster	1	12	1.10%	1.50%

Based on Assisted Living Registry data available at this time, Surrey is home to approximately 63% of the registrations in the region (Metro Vancouver member municipalities and Abbotsford), accounting for 49% of units (bedrooms) in the region.

Zoning

Most Supportive Recovery Homes in Surrey are operating out of a single-family home. There are four Supportive Recovery Homes operating out of each unit of a four-unit multi-family (townhouse) development. There are two Supportive Recovery Homes operating on RMS-1 (Special Care Housing 1) zoned properties, and one Supportive Recovery Home operating on a CD (Comprehensive Development) zoned property based on the RMS-2 (Special Care Housing 2) zoning. There are no Supportive Recovery Homes operating on an RMS-1A (Special Care Housing -1A) zoned property.

While Supportive Recovery Homes can have an impact on a community, Supportive Recovery Homes operating out of a single-family home currently have fewer zoning requirements in place as compared to other home-based uses. For example:

- **Licensed Childcare Facilities** - under the *Community Care and Assisted Living Act* that accommodate up to eight children are permitted in any residential zone. In addition to the children in care, someone must live in the residence. Licensed childcare facilities that accommodate more than eight children are not permitted in any single-family residential Zone, and a rezoning is required to change the Zone to either Child Care Zone (CCR) or one of the other zones that permits this use.
- **Bed and Breakfasts** - are permitted in some residential Zones. When they are permitted, not more than six patrons shall be accommodated within one dwelling unit, not more than three bedrooms shall be used for the bed and breakfast operation, and no patron shall stay within the same dwelling for more than 30 days in a 12-month period.
- **Home Based Business Occupations** - are permitted on some or all residential Zones, depending on the type of home. When they are permitted, in the case of rental premises, the business license applicant is required to obtain the permission of the owner of the premises before a business license can be issued.

Clustering of supportive recovery homes in some neighbourhoods

Some operators in the City operate multiple Supportive Recovery Homes, and in some cases these homes are next door to one another or in close proximity to one another, and as previously indicated, one operator occupies each townhouse in a four-unit townhouse complex, thereby creating informal supportive recovery clusters.

Conditions of Release from Custody or Parole

Some persons from outside of Surrey and with no relation to Surrey may be required to stay at a Supportive Recovery Home in Surrey as a condition of their release from custody (bail hearing) or their parole. This requirement essentially mandates these persons stay in Surrey for the duration of their bail conditions. It is likely that the large number of Supportive Recovery Homes operating in Surrey, and the lack of other homes in other communities, allow for these conditions to occur.

There is no information currently available to determine the number of persons who have court ordered conditions that require them to stay at a Supportive Recovery Home in Surrey.

Enforcement

Most Supportive Recovery Homes operating out of a single-family home are generally providing care to ten persons, which is four more than is permitted within the *Zoning Bylaw*.

While there are some known low quality operators of Supportive Recovery Homes operating in the City and many operating beyond the provisions of the *Zoning Bylaw*, enforcement by the Province or by the City is challenging, as any enforcement will likely result in residents being displaced and at risk of homelessness as high quality operators do not have the capacity to accept new residents and they are unable to open new facilities with the current business license cap in place.

Funding

Supportive Recovery Homes are funded through user-pay, public subsidization (per diem), or a combination of the two.

The majority of Supportive Recovery Homes operating in Surrey are funded through a per diem from the Ministry of Social Development and Poverty Reduction to the operator for each person in residence who is eligible to receive some form of income assistance. The per diem is currently \$35.90 per day, after being increased by \$5.00 from \$30.90 on October 1, 2019.

Given the cost of owning or renting a home, related home operating costs (i.e., insurance, maintenance, and utilities), providing nutritious meals, programming, other supports, and staffing; operators are financially challenged to provide quality service. To mitigate this challenge based on the current per diem, operators seek to maximum the number of persons living in a home and seek to secure other forms of funding like private donations.

Current State

There are likely several factors that contribute to why Surrey has a disproportionate number of Supportive Recovery Homes as compared to the rest of the region. Surrey's *Zoning Bylaw* provisions, Surrey's supply of large and relatively low-cost housing as compared to other

communities in the region, and the lack of Supportive Housing available in Surrey as compared to other communities in the region are likely contributing factors.

Opportunities to improve the quality of care being provided and the number of Supportive Recovery Homes operating in Surrey.

Most communities in the region require Supportive Recovery Homes to be located in a specific zone established for that use. No other community in the region permits Supportive Recovery Homes on multi-family zoned land uses. The only other community in the region besides the City of Surrey that permits Supportive Recovery Homes on single-family zoned land use is the City of Abbotsford. Similar to Surrey, the City of Abbotsford requires operators to obtain a business license, however unlike Surrey, they also require operators to:

- Conduct a neighbourhood consultation meeting before the opening of any new Supportive Recovery Home;
- Not operate within 200 metres of an existing Supportive Recovery Home or school; and
- Enter into a Housing Agreement.

The Housing Agreement, which Council authorizes the City to enter as a Bylaw, and is registered on title, is an agreement between the operator, the property owner (if different from the operator) and the City. The Housing Agreement requires the operator to:

- provide a safe and secure home for its residents;
- operate the home so that it does not negatively impact the neighbourhood;
- maintain various agreements and plans for each resident outlining their planned care and support; and
- ensure that residents maintain certain standards conducive to living in a home with others with a substance use history.

A sample of a City of Abbotsford Housing Agreement is attached as Appendix “V”.

While the City of Abbotsford has the second most number of registered Supportive Recovery Homes in the region, City of Abbotsford staff have advised that their requirements have been very effective to ensure that only quality operators are operating and that there is no impact to the Community as they have suggested that only quality operators are prepared to go through their process and commit to the conditions of their Housing Agreement.

While staff at the City of Abbotsford have advised that their requirements have been very effective, these requirements do not provide Council the ability to effectively regulate the number of homes in their community. While not explicitly stated within the *Local Government Act*, Council does not have discretionary authority when approving Housing Agreements; meaning that Councils are generally obligated to approve Housing Agreements when the applicant agrees to satisfy all of the conditions in the Housing Agreement.

Recommended Direction

Based on the concerns and challenges identified and the experience in the City of Abbotsford, staff are of the opinion that the most effective path to improve the quality of care being provided and the number of Supportive Recovery Homes operating in Surrey is to require new supportive recovery homes to rezone to a land use specific for Supportive Recovery Homes and complete a Housing Agreement.

Given the above, it is recommended that staff work to bring forward amendments to the *Zoning Bylaw* and the *Business License Bylaw* as outlined in Appendix “I”:

Business License Cap

While the business license cap has been an effective tool to limit the number of Supportive Recovery Homes operating in the City, staff recommend that the application of a cap be abandoned following the establishment of new zoning requirements given that the new zoning requirements and related Housing Agreement allows the City to both improve the quality of care being provided and manage the number of Supportive Recovery Homes operating in Surrey.

Implementation

With the introduction of the proposed new zoning requirements, all existing licensed Supportive Recovery Homes would be considered pre-existing non-conforming and will be allowed to continue operating as long as there is no change to or expansion of the use. While existing licensed Supportive Recovery Homes will not be required to satisfy the new zoning requirements, existing licensed Supportive Recovery Homes be required to execute a Housing Agreement in advance of the renewal of their business license in 2022 – thereby providing the operators approximately 18-months to satisfy these new requirements, most of which are generally consistent with the recently introduced Provincial requirements.

Consultation

Given the number of Supportive Recovery Home operators and property owners that have a licensed Supportive Recovery Home in the City and physical distancing requirements in place at this time, it is not possible to have meaningful dialogue on the recommended direction with each operator and property owner in a traditional open house forum. As such, it is recommended that each licensed operator and property owner be given notice of the City’s intentions by being provided a copy of this report and be requested to provide written comments to the City by July 31, 2020. This approach is similar to the approach used during the consideration of the *Professional Mixed Martial Arts Events Bylaw, 2020, No. 20000* and the *Inter-Municipal TNS Business License Bylaw, 2020, No. 20031*.

It is also recommended that each Community Association in the City be provided a copy of this report and be requested to provide written comments to the City by July 31, 2020.

Next Steps

In an effort to improve both the quality of home operators and the quality of care being provided at these homes, staff are preparing to:

- Report back to Council on any written representations received prior to Council considering and related *Zoning Bylaw* and *Business License Bylaw* amendments;
- Continue to work with the Province (Ministry of Health and Ministry of Mental Health and Addictions) to identify opportunities to continue to work together to improve the quality of care being provided;
- Continue to work with the Province (BC Housing / Ministry of Municipal Affairs and Housing) to find opportunities for further BC Housing supportive housing projects in Surrey;

- Request that the Province (Ministry of Social Development) increase the per diem provided to Supportive Recovery Homes; and
- Upon final adoption of the proposed *Zoning Bylaw* amendments, bring forward Housing Agreements and their associated Bylaw for each existing Supportive Recovery Home to Council for their consideration. To streamline the administrative effort for staff and Council, Housing Agreements and their associated Bylaw will be forwarded to Council in batches of no less than 5 per Corporate Report.

Legal Services Review

The City's Legal Services Division has reviewed this report and have no concerns.

SUSTAINABILITY CONSIDERATIONS

The proposed amendments to the *Zoning Bylaw* and *Business Bylaw* and the next steps outlined in this report support the objectives of the City's Sustainability Charter 2.0. In particular, this work relates to the Sustainability Charter 2.0 themes of Health and Wellness and Inclusion and Public Safety. Specifically, the proposed amendments to the *Zoning Bylaw* supports the following Strategic Directions ("SDs") and Desired Outcome ("DO"):

- Health Services and Programs SD4: Improve the regulation and funding of recovery houses in Surrey;
- Community Safety and Emergency Services SD2: Increase community engagement and mobilization in order to enhance personal and public safety;
- Community Safety and Emergency Services SD4: Enhance intergovernmental relations, and ensure broad partnerships and collaboration to address multi-jurisdictional social issues (e.g., homelessness, mental health, addictions, etc.);
- Housing SD9: Facilitate the development of shelter facilities and supportive housing as outlined in the Master Plan for Housing the Homeless in Surrey; and
- Community Safety and Emergency Services DO5: Surrey is recognized and perceived as a leader in establishing and maintaining collaborative partnerships for community safety and well-being.

CONCLUSION

Persons who have substance use related challenges have various substance use services available to them. Many of these services are regulated by the Province under the *Community Care and Assisted Living Act* and provided by the Fraser Health Authority or through a contracted service provider. The City can further improve the quality of care being provided and the number of Supportive Recovery Homes operating in Surrey by implementing new requirements on operators as outlined above.

Jeff Arason, P.Eng.
Director, Strategic Initiatives &
Corporate Reporting

Jean Lamontagne
General Manager, Planning & Development

JA/

Appendix "I": Recommended Direction

Appendix "II": Surrey Mental Health and Substance Use Service Fact Sheet

Appendix "III": Corporate Report R262;2016

Appendix "IV": Supportive Housing in the Lower Mainland

Appendix "V": City of Abbotsford sample Housing Agreement

Appendix “I” Recommended Direction

It is recommended that staff work to bring forward amendments to the *Zoning Bylaw* and the *Business License Bylaw* as outlined below:

- update definitions to match current terminology;
- only permit Supportive Recovery Homes in a zone specific for that use;
- limit the number of residents in a Supportive Recovery Home to six in order to maintain occupancy generally consistent with the occupancy intended in a typical single-family home and to allow the operator to better provide opportunities for physical distancing between residents;
- not permit any new Supportive Recovery Homes to operate within 400 metres of an existing Supportive Recovery Home – which is the same distance proximity restrictions imposed on Small-Scale Drug Stores and Methadone Dispensaries; and
- require every Supportive Recovery Home to enter into a Housing Agreement. A draft City of Surrey Housing Agreement is attached as Appendix “A”. As part of the Housing Agreement, Supportive Recovery Homes will be required to only be permitted to provide residency to no more than two persons who are on parole or have conditions associated with their release from custody.

CITY OF SURREY

A Housing Agreement for Supportive Recovery

THIS AGREEMENT made the ____ day of _____, 2020.

BETWEEN

CITY OF SURREY, a Municipal Corporation having its municipal offices at 13450-104 Avenue, Surrey, British Columbia V3T 1V8

(the "City")

OF THE FIRST PART

AND:

(the "Operator")

OF THE SECOND PART

AND:

(the "Owner")

OF THE THIRD PART

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Operator proposes to operate a Supportive Recovery Home in accordance with the requirements of this Agreement, the City's *Zoning Bylaw*, the *Community Care and Assisted Living Act* and the *Assisted Living Regulation*.
- C. The Operator, the Owner and the City each recognize that the personal behaviour of residents of the Supportive Recovery Home must be regulated and supervised so as to ensure the protection, convenience and safety of other residents of the Supportive Recovery Home and of residents and users of neighbouring properties, streets and public places.
- D. The parties have reached agreement as to certain reasonable and necessary measures to be undertaken by the Operator in the management and operation of the Supportive Recovery Home and now wish to enter into this Agreement in order to ensure compatibility between the use of the Supportive Recovery Home and that of the immediately adjoining neighbourhood.
- E. The City adopted Bylaw No. _____ authorizing the City to enter into this Housing Agreement on the terms and conditions contained herein.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$10.00 now paid by the City to each of

the parties (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. Definitions

- 1.1. In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- a) "Agreement" means this Housing Agreement;
 - b) "Assisted Living Registrar" means the person assigned as the assisted living registrar as per Section 24 of the *Community Care and Assisted Living Act*.
 - c) "*Assisted Living Regulation*" means the Assisted Living Regulation, B.C. Reg. 189/2019, as amended, replaced, restated, or re-enacted from time to time.
 - d) "*Community Care and Assisted Living Act*" means the Community Care and Assisted Living Act, S.B.C., 2002, c.75, as amended, replaced, restated, or re-enacted from time to time.
 - e) "Drugs" means any controlled substance regulated under the *Controlled Drugs and Substances Act* of Canada.
 - f) "Lands" means the lands and premises legally described as:
 - g) "Land Title Office" means the New Westminster Land Title Office;
 - h) "*Local Government Act*" means the Local Government Act, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
 - i) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
 - j) "Owner" has the meaning ascribed to it on Page 1 hereof and such Owner's respective successors in title from time to time as the registered or beneficial owner from time to time of any portion of the Lands;
 - k) "Personal Service Plan" means a written document that includes all applicable content set out in Schedule D of the *Assisted Living Regulation*
 - l) "Resident" means a person over 18 years of age.
 - m) "Resident Agreement" means a written agreement between the Operator and each resident of the Supportive Recovery Home that includes all of the applicable content set out in Schedule C of the *Assisted Living Regulation* and all other conditions included in Section 4.1 of this Agreement.

- n) "Short-term Service Plan" means a written document for each resident of the Supportive Recovery Home that includes all applicable content set out in Section 32 of the *Assisted Living Regulation*.
- o) "*Societies Act*" means the *Societies Act*, S.B.C., 2015, c.18, as amended, replaced, restated, or re-enacted from time to time.
- p) "Supportive Recovery Home" means the Lands and the improvements located on the Lands wherein the Operator intends to assisted living services for supportive recovery under the terms and conditions of this Housing Agreement, the City's *Zoning Bylaw, Community Care and Assisted Living Act* and the *Assisted Living Regulation*.
- q) "Surrey Police Department" means the Surrey Police Department or any policing or law enforcement agency contracted by the City to provide municipal policing in Surrey.
- r) "Term" means _____ (use 5-years from the date that the Bylaw was adopted);
- s) "Transition Plan" means a written document for each resident of the Supportive Recovery Home that includes all the applicable content set out in Section 45 of the *Assisted Living Regulation*
- t) "*Zoning Bylaw*" means the *Surrey Zoning By-law, 1993, No. 12000*, as amended, replaced, or replaced from time to time.

2. **Obligations of the Owner**

2.1. The Owner covenants and agrees with the City:

- a) that the Lands shall only be used for Supportive Recovery Home in compliance with the terms, conditions, requirements and restrictions of this Agreement;
- b) to take all reasonable measures to require the Operator to operate the Supportive Recovery Home in compliance with the terms, conditions, requirements and restrictions of this Agreement; and
- c) that the obligations and responsibilities of the Operator under this Agreement relating to the operation of the Supportive Recovery Home also bind the Owner in the operation of the Supportive Recovery Home.

3. **Requirements of the Supportive Recovery Home**

- 3.1. Crime Prevention through Environmental Design. The design and construction of the Supportive Recovery Home shall implement the Crime Prevention through Environmental Design ("CPTED") criteria for residential housing to the satisfaction of the City and, for this purpose, the Operator shall, at the design stage and from time to time thereafter, consult with officials of the City regarding the implementation of such criteria. At a minimum, exterior security lighting and fencing of rear yards is required.

- 3.2. Maintenance. The Operator shall, at all times, ensure that both the interior and exterior of the Supportive Recovery Home are well maintained in a neat, tidy and clean condition.
- 3.3. Security. The Operator shall ensure that all exterior doors and windows to the Supportive Recovery Home are closed and locked when occupants of the residential premises are absent from the Supportive Recovery Home.
- 3.4. Storage. The Operator shall ensure that all personal belongings, furniture, goods, materials, supplies or other things are only stored within properly designated storage areas located within the interior of the Supportive Recovery Home. For greater certainty, nothing may be stored or allowed to accumulate around the exterior of the Supportive Recovery Home.
- 3.5. Outdoor Activities. The Operator shall ensure that barbecues and other outdoor activities are carried out in a safe and considerate manner and that the exterior of the Supportive Recovery Home is maintained in a neat and tidy condition. Barbecues shall be kept a minimum of 0.6 metres away from any building when in use.
- 3.6. Building and Fire Codes. The Operator shall ensure that the Supportive Recovery Home is, at all times, in compliance with the health, life safety and fire protection requirements of the British Columbia Building Code and British Columbia Fire Code and the *Surrey Fire Service By-law, 1990, No. 10771*.
- 3.7. Parking. The Operator shall ensure that adequate on-site parking for staff, residents and visitors is provided and that there are no unlicensed vehicles on the Lands.

4. Conditions of Residency

- 4.1. The Operator shall ensure that each resident enters into a Residency Agreement. The Residency Agreement shall require that every resident, as a condition of residency:
 - a) may not possess, hold, store, trade, barter, sell, buy or use any alcohol or Drugs anywhere within or on the premises of the Supportive Recovery Home;
 - b) must acknowledge and agree that if he or she is discovered in the possession of, consuming or under the influence of alcohol or Drugs, either on or off the premises of the Supportive Recovery Home, they will be discharged from the Supportive Recovery Home;
 - c) must not carry out or be involved in any criminal activities, either on or off the Supportive Recovery Home premises, while in residence;
 - d) must be considerate of other residents, employees and staff of the Supportive Recovery Home and of neighbouring premises;
 - e) must respect the prescribed visiting hours restrictions and ensure that visitors are only present on the Supportive Recovery Home premises between the hours of 10:00am and 8:00 p.m. daily;

- f) must agree that information relating to any incident of criminal or unlawful conduct which is investigated by the Surrey Police Department may be disclosed to officials of the City in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*;
 - g) shall ensure that they and any persons invited onto the premises of the Supportive Recovery Home by the resident, do not engage in any conduct or behaviour which unreasonably disturbs or harasses other residents of the Supportive Recovery Home or persons in the neighbourhood and must maintain quiet between the hours of 10:00 p.m. and 8:00 a.m., daily;
 - h) must be in a work training program, employed, enrolled in school, or actively searching for work; and
 - i) must agree to allow a criminal record check to be conducted prior to their acceptance as a resident of the Supportive Recovery Home and to additional background reference checks, from time to time during residency, at the discretion of the Operator and the Surrey Police Department, and such checks must not reveal any evidence of violent offences, sexual offences or outstanding warrants.
- 4.2. The Operator shall ensure that within 48-hours of occupying a residential premise within a Supportive Recovery home, each resident has a Short-term Service Plan.
- 4.3. The Operator shall ensure that within 7-days of occupying a residential premise within a Supportive Recovery home, each resident has a Personal Service Plan.
- 4.4. The Operator shall ensure that within 30-days of occupying a residential premise within a Supportive Recovery home, each resident has a Transition Plan.

5. **Obligations of the Operator**

- 5.1. The Operator shall, at all times, be responsible for the proper management and operation of the Supportive Recovery Home and shall provide 24-hour, seven day a week supervision of the Supportive Recovery Home when occupied by any resident.
- 5.2. Neither the Operator nor any employee of the Supportive Recovery Home shall have a criminal record of violent or sexual offences committed within the last 5-years
- 5.3. The Operator covenants and agrees with the City that:
 - a) a business license is required; and
 - b) no more than two residents may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home.
- 5.4. The Operator shall be responsible for enforcing the conditions of residency contained in each Residency Agreement and shall discharge any resident who violates the conditions of residency contained in the Residency Agreement.

- 5.5. No Drugs or alcohol shall be permitted in, on or about the premises of the Supportive Recovery Home and the Operator shall impose a "zero tolerance" policy regarding the possession or use of Drugs or alcohol by residents.
- 5.6. The Operator shall not display or permit the display of any exterior sign or any interior sign which is visible from outside of the Supportive Recovery Home premises.
- 5.7. The Operator shall maintain an up-to-date registry, including date of birth, of all residents and staff of the Supportive Recovery Home. This up-to-date registry will be submitted to the City each month, by the first of each month. In addition, the Operator shall immediately disclose this up-to-date registry to the City and/or the Surrey Police Department upon request and provide the Surrey Police Department and Surrey Fire Service and other emergency services with a current 24-hour, seven (7) day a week emergency contact telephone number.
- 5.8. The Operator may only use the Supportive Recovery Home in accordance with the requirements of the City's *Zoning Bylaw* and this Agreement and, for greater certainty, the Operator may not use, or cause the Supportive Recovery Home to be used, for short-term emergency housing, detox or other health services requiring Provincial licensing.
- 5.9. Neither this Agreement nor any right hereunder may be assigned or transferred by the Operator to any other person or party, in whole or in part. If the Operator makes any such assignment, or transfers, sells or otherwise disposes of the Operator's company, business or non-profit organization to another party, or ceases to operate the Supportive Recovery Home, this Agreement shall immediately terminate.
- 5.10. The Operator shall prepare, obtain approval by the Surrey Fire Service and implement a fire safety plan, that in addition to the requirements of the British Columbia Building Code and British Columbia Fire Code, includes, at a minimum, requirements that interconnected smoke alarms be installed in all bedrooms and that emergency lighting be installed.
- 5.11. The Operator shall not request a security deposit from any resident. If a resident is discharged from the Supportive Recovery Home, the Operator will refund any rent received for that month on a pro-rated basis.
- 5.12. The Operator shall not provide, or cause, permit or allow to be provided any detox or other health services requiring Provincial licensing, on or about the premises of the Supportive Recovery Home.
- 5.13. The Operator shall attend and participate in all neighbourhood meetings scheduled by the City.

6. Termination

- 6.1. The City may, on 30 days prior written notice to the Operator and the Owner, terminate this Agreement where:
 - a) the Owner or the Operator fails to comply with, satisfactorily perform or meet any of the terms, conditions or requirements of this Housing Agreement and fails to remedy such non-compliance or unsatisfactory performance when and as requested to do so by the City;
 - b) the Operator, at any time, ceases to operate the Supportive Recovery Home, or carries out, permits or causes to be carried out, any detox or other health service requiring Provincial licensing or any short-term emergency housing use or other similar use within the Supportive Recovery Home which is not authorized by the City's *Zoning Bylaw*; or
 - c) the goods and chattels of the Operator are at any time seized or taken in execution or attachment or the Operator makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or makes a proposal to creditors.
- 6.2. The Operator may, on 30-days prior written notice to the City and the Owner, terminate this Agreement.
- 6.3. The Owner may, on 90-days prior written notice to the City and the Owner, terminate this Agreement.
- 6.4. This Agreement may be terminated at any time by mutual agreement of the parties.
- 6.5. Upon the expiry or earlier termination of this Agreement, or with the loss of registration with the Assisted Living Registrar, operation of the Supportive Recovery Home shall cease.
- 6.6. Should the Lands cease being used as a Supportive Recovery Home, the City, will execute a registrable discharge of this Agreement or file the appropriate notice in the Land Title Office, upon:
 - a) receipt of same from the Owner; and
 - b) confirmation, to the satisfaction of the City that the Lands are no longer being used as a Supportive Recovery Home.

7. Liability

- 7.1. The Owner and the Operator will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the Covenantor to comply with the terms and conditions of this Agreement.

- 7.2. Provided that the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

8. Notice

- 8.1. Any notice or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

as to the City:

City of Surrey
13450 104 Avenue, Surrey, BC V3T 1V8
Attention:

as to the Operator:

as to the Owner:

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party at its address set out or determined in accordance with this section and shall be deemed complete two 2-days after the day of delivery.

- 8.2. It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be hand delivered and not mailed.

9. Miscellaneous

- 9.1. The Owner acknowledges and agrees that:
- a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;
 - b) the City is required to file a notice of housing agreement in the Land Title Office against title to the Lands; and
 - c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement.

- 9.2. The burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Owner during the Owner's ownership of any interest in the Lands.
- 9.3. Notwithstanding anything to the contrary, the Owner shall not be liable under any breach of any covenants and agreements contained herein after the Owner ceases to have any further interest in the Lands.
- 9.4. The fee simple estate in and to the Lands will not pass or vest in the City under or by virtue of these presents and the Owner may fully use and enjoy the Lands except only for the requirements provided for in this Agreement.
- 9.5. The covenants and agreements on the part of the Owner and herein provided for have been made by the Owner as contractual obligations as well as having been made pursuant to section 219 of the Land Title Act and section 483 of the *Local Government Act* and as such will be binding on the Owner.

10. General

- 10.1. The captions, section numbers and article numbers appearing in this Agreement are inserted for convenience of reference and shall in no way define, limit, construe or describe the scope of intent of this Agreement or in any way affect this Agreement.
- 10.2. Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms and corporations and vice versa.
- 10.3. Unless otherwise stated, a reference in this Agreement to a numbered or lettered article, section, paragraph or clause refers to the article, section, paragraph or clause bearing that number or letter in this Agreement. The words "hereof," "herein" and similar expressions used in any section, paragraph or clause of this Agreement shall relate to the whole of this Agreement and not to that section, paragraph or clause only unless otherwise expressly provided.
- 10.4. Nothing in this Agreement:
 - a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the uses or subdivision of the Lands; or
 - b) relieves the Owner or the Operator from complying with any enactment, including the City's bylaws.
- 10.5. 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.
- 10.6. Time is of the essence of this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to the other party.

- 10.7. This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.
- 10.8. 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.
- 10.9. Upon request by the City, the Operator and/or the Owner will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.
- 10.10. This Agreement is the entire agreement between and among the parties concerning the subject matter hereof and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 10.11. This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City shall be entitled to court costs on a solicitor and own client basis.
- 10.12. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

Agreed:

Owner

Operator

Signature:

Signature:

Name:

Name:



August 7th, 2019

Services at a Glance

Fraser Health Mental Health and Substance Use Services

Fraser Health provides a range of mental health and substance use (MHSU) services that extend across the life span of child, youth & young adult, adult, and older adult.

Mental Health and Substance Use offers a continuum of services that includes:

- Health Promotion/Prevention and Harm Reduction
- Primary and Collaborative Care
- Urgent/Emergent/Withdrawal Management
- Community/Counseling/Outpatient/Outreach
- Inpatient/Day Treatment/Short-Term Residential
- Tertiary Care/Long-Term Residential

As well as owned and operated services, Fraser Health contracts and partners with community agencies and other Ministries (e.g. Ministry of Children and Family Development and Ministry of Social Development and Poverty Reduction) to provide services that complete and complement its own.

Mental Health Services

Adult Mental Health Resources

- Adult psychiatry beds: 196 adult psychiatry beds in eight hospitals (Surrey Memorial, Royal Columbian, Burnaby, Ridge Meadows, Chilliwack General, Abbotsford Regional, Langley Memorial, Peace Arch). This includes Psychiatric High Acuity (PHAU) beds at Surrey Memorial Hospital and Abbotsford Regional Hospital.
- Community Mental Health Centres: 14 Community Mental Health Centres with services such as (*see table for contact info on last page*):
 - Adult Short-Term Assessment and Treatment (ASTAT) Team: Session limited 1:1 counselling
 - Assertive Community Treatment (ACT) Teams: Located in Surrey/Delta, New Westminster/Tri-Cities, and Abbotsford/Mission, ACT teams provide intensive community support for individuals diagnosed with severe and persistent mental illness and living at risk
 - Adult Community Support Services (ACSS) Team: Support services for clients with serious and enduring mental illness
 - Group Therapy Services (GTS): Core and specialty group therapy
 - Older Adult Community Mental Health: Short-term assessment and treatment for older adults with psychiatric issues
 - Supported Housing and Residential Program (SHARP): Housing options with varying levels of care
 - Fraser Health Outpatient Eating Disorders Program: A regional service with specialty services for this population group
 - Integrated Transition of Care Team (ITCT): Services for clients/patients being discharged from Abbotsford Regional Hospital or Royal Columbian Hospital who require intensive short-term follow-up support
- Psychosis Treatment Optimization Program (PTOP): This program, available to all the mental health centres, provides additional clinical supports for individuals living with psychosis who have not responded well to previous treatments
- Developmental Disabilities Mental Health Services (DDMHS): Services for adults with both developmental disabilities (IQ of 70 or less) and complex mental health needs
- Tertiary care beds: 267 tertiary care beds in facilities across Fraser Health

- Community Residential Emergency Short Stay Treatment (CRESST) facilities: 32 beds in three facilities located in Abbotsford, Surrey and New Westminster
- Psychiatric Liaison RN/RPN (PLN) or Social Worker (PLW): Support liaison services in all emergency departments
- Regional Neuropsychology Assessment and Consultation: Service provided at Royal Columbian Hospital Outpatient Department
- Neuropsychiatry Outreach Clinic: Provides specialized assessments and consultation for individuals with mental illness and brain injury
- Reproductive Psychiatric Clinics: Specialized services located at Royal Columbian Hospital and Gateway Station Mental Health
- Reproductive Mental Health Program: Specialized services located in Abbotsford and Mission
- Ministry of Social Development and Poverty Reduction (MSDPR) Program: Liaison/integration service with Mental Health and Substance Use
- Primary Care Clinics: Services located in Surrey at Gateway Station and Quibble Creek, and Burnaby
- Primary Care Access Clinics: A partnership with the Division of Family Practice in White Rock/South Surrey and a partnership with First Nation community in Hope
- Aboriginal Mental Health Nurse Liaison: Provides mental health outreach services to First Nation communities in Agassiz, Hope, Boston Bar and in the Fraser Canyon corridor
- Nurse Practitioner Service: Service provided in Chilliwack, Maple Ridge, Langley and Surrey
- Collaborative care between psychiatrists/mental health clinicians and primary care physicians: For example, Rapid Access Clinics (RAC) which provide outpatient psychiatry consultation in Abbotsford, Burnaby, Chilliwack, Delta, Langley, Mission, New Westminster, Tri-Cities and White Rock/South
- Psychiatric Urgent Response Clinic (PURC): Outpatient psychiatry consultation for patients seen in the Emergency Departments at Abbotsford, Delta, Mission and New Westminster
- Acute Home Treatment Program (AHTP): Provides outreach short-term acute psychiatric stabilization service for Langley, Cloverdale and White Rock/South Surrey
- Surrey Mental Health and Substance Use Urgent Care Response Centre (UCRC): Program provides mental health and substance use services to adults, living in the Surrey community, that require urgent follow-up but not hospitalization. Adults in the Delta community can access the clinic on evenings or weekends. Referrals to the program come from GPs, hospital, community partners, self-referral, etc.
- Tele-psychiatry: Psychiatric consultation via videoconference in Hope
- Regional Crisis Line: Provides telephone support across Fraser Health (contracted)
- Disability Rights Advocacy website (askanadvocate.ca)

Residential Housing Program:

- Housing and support: 2,081 units of housing and support that include a range of services from 24/7 on-site support in 33 Licensed Residential Care facilities (531 beds) to supported housing models such as Supported Independent Living (SIL) and MHSU Assisted Living
- MHSU Housing and Residential program:
 - 531 community licensed residential beds operating in 34 licensed facilities with 24/7 on-site support
 - 194 non-licensed beds, which includes bridging housing, enhanced apartments/units and low-barrier supported housing
 - 967 supported housing beds/units including Supported Independent Living (SIL) units, transitional housing in individual apartments or communal living homes, and BC Housing/non-profits partnership
 - 116 assisted living beds offering daily support for medication management and enhanced psychosocial rehab support
 - 187 Assertive Community Treatment (ACT) housing beds
 - 80 BC Housing rent subsidies

- 6 Short Stay beds for housing crisis stabilization

Child, Youth and Young Adults (0-30 years old) mental health resources:

- Child and Adolescent Psychiatric Stabilization Unit (CAPSU): 10 beds located at Surrey Memorial Hospital available for children and youth aged six to 17 (regional)
- Adolescent Psychiatric Unit (APU): 10 beds located at Surrey Memorial Hospital available to patients (regional)
- Fraser Health Child and Youth Neuropsychiatry Clinic, Child and Youth Psychiatry General Teaching Clinic as well as Infant Psychiatry Clinic on Surrey Memorial Hospital grounds
- Early Psychosis Intervention (EPI) programs (incl. Occupational Therapy Services): Programs for youth and young adults between 13 to 30 years (earlypsychosis.ca) who have experienced a first episode of psychosis, or who are at high risk of developing psychosis; including drug-induced psychosis
- Adolescent Day Treatment Program (ADTP): A day program located at Surrey Memorial Hospital, the Foundry Abbotsford and MCFD (Coquitlam), including Rehab Services
- START (Short Term, Assessment, Response, Treatment): A Crisis response program for children and youth, ages 6-18 years, who are experiencing a significant change in their mental health functioning in the last four weeks. Three teams (Fraser South, Fraser North, Fraser East) with a single contact number (1-844-782-7811)
- Youth Concurrent Disorders Program: A program for youth (up to the age of 19 years) with complex mental health and substance use needs, including focus on Indigenous youth
- Foundry BC: Provides online resources and tools with focus on mental health and substance use – foundrybc.ca
- Fraser Health Outpatient Eating Disorders Program: A regional service with specialty services for this population group and their families
- Developmental Disabilities Mental Health: Specialized services for adolescents
- First Response Youth Addictions Outreach Teams: Located in Surrey with expansion to Langley/Aldergrove and Chilliwack. This team - in partnership with Fraser Region Aboriginal Friendship Centre Association and Pacific Community Resources Society - provides addiction outreach services and group programming to high risk, street entrenched youth under the age of 19 (on an interim basis)

Substance Use Services – Children, Youth and Adults

- Outpatient substance use programs: Two Fraser Health owned/operated outpatient programs (Burnaby and Surrey) provide services for children, youth, adults and older adults. Eighteen contracted agencies provide outpatient services including three specific to youth, one specific to culturally diverse populations and one to Aboriginal populations
- Intensive residential treatment (IRT) beds: 158 IRT beds for adults (including 4 for youth) in four owned and operated / contracted programs
- DEWY (Day, Evening, Weekend Youth): Two DEWY intensive day treatment programs located in Coquitlam (serving Fraser North) and Surrey (serving Fraser South). Youth from Fraser East (Abbotsford, Chilliwack and Mission) are eligible to attend either site, depending on their transportation resources
- Adult Intensive Recovery day treatment program: Three programs including TEAM (co-ed), WELL (women) and MELL (men)
- Stabilization and Transitional Living Residences (STLR): 216 beds, including 4 for youth, for individuals post-detox
- Short-term Transitional Access to Recovery (STAR): 24 STAR recovery beds
- Second stage housing units: 26 units for substance use clients post treatment
- Creekside Withdrawal Management Centre: 24 adult detox and six youth detox
- Creekside Daytox Program: A medically monitored day program
- Rapid Access Addiction Clinic (RAAC): Providing low-barrier, responsive care with an aim to stabilize and connect with community-based clinics and services

- Riverstone Home/Mobile Detox/Daytox: Medically supported residential and home service for Abbotsford, Chilliwack, Mission, Agassiz and Hope communities
- Quibble Creek Sobering & Assessment Centre: Medical and substance use care and treatment with 25 mats
- Intensive Case Management Team (ICM): Contracted wrap-around services for clients with severe addiction, based on Housing model approach for the community of Maple Ridge, Langley, Surrey and Chilliwack
- Opioid Agonist Treatment (OAT): Provides longitudinal care for individuals with opioid use disorder. Clinics currently located in Surrey, Maple Ridge, Burnaby, Abbotsford, Chilliwack, Mission, Port Moody, White Rock and Langley
- Injectable Opioid Agonist Therapy (iOAT): An approach that uses injectable opioid treatment for those who have not responded to multiple prior treatment attempts, located in Surrey
- Supervised Consumption Services: Provides a safe, clean space for a person to use substances under the supervision of a health care professional who may assist in the event of a drug overdose. Two locations in Surrey: SafePoint (open access) and Quibble Creek (registered clients only)
- Naloxone distribution: All Mental Health Centres, Quibble Creek and Creekside
- Substance Use Services Access Team: Provides a simplified pathway into Fraser Health's substance use service continuum. Referral pathways between acute, primary care, and community are designed to provide integrated and equitable access to individuals needing support
- Residential Coordination Services Team: This team manages referrals for Fraser Health funded residential substance use treatment by screening and matching the level of treatment that best meets the person's needs

Adult and Youth Community Rehabilitation and Recovery Services (some services are not available in all communities)

- Vocational Rehabilitation
- Recreation Therapy
- Exercise Therapy
- Occupational Therapy
- Peer Support
- Wellness Recovery Action Plan (WRAP) Workshops
- Clubhouse Program
- Clubhouse Without Walls – specialized rehabilitation services for 16-25 year olds (Fraser South only)
- Therapeutic Volunteer Program
- Rehabilitation Fund

Family Support Services

- Family Support Services
- Mental Health Advocacy Services
- Disability Rights Advocacy website – [Ask an Advocate](#)

Information and numbers contained in this document are accurate
as of August 7th, 2019 and are subject to change.



Emergency Services

Centralized Fraser Health Crisis Line (604-951-8855 or 1-877-820-7444) provides 24/7 telephone support, crisis intervention, suicide prevention and community resource information for people of all ages.

Alcohol and Drug Information Referral (604-660-9382 or 1-800-663-1441) provides 24/7 information about province-wide addictions services.

MHSU and Police/RCMP Liaison Services for collaborative mental health crisis response in Surrey (Car 67), Delta, White Rock/South Surrey, Abbotsford, Chilliwack, Langley, Maple Ridge/Pitt Meadows, Burnaby, New Westminster, Surrey and Tri-Cities.

You can find more information about our services at <http://www.fraserhealth.ca/health-info/mental-health-substance-use/>.

	Address	Phone Number
Abbotsford Mental Health Centre	#11 – 32700 George Ferguson Way Abbotsford, BC V2T 4V6	604-870-7800
Agassiz Mental Health Services	7243 Pioneer Avenue (PO Box 104) Agassiz, BC V0M 1A0	604-793-7160
Burnaby Mental Health Centre	3935 Kincaid Street (Burnaby Hospital) Burnaby, BC V5G 2X6	604-453-1900
Chilliwack Mental Health Centre	45470 Menholm Road Chilliwack, BC V2P 1M2	604-702-4860
Delta Mental Health Centre – North	#129 – 6345 120 th Street Delta, BC V4E 2A6	604-592-3700
Delta Mental Health Centre – South	#15 – 1835 56 Street Delta, BC V4L 2L8	604-948-7010
Hope Mental Health Centre	1275A 7 th Avenue Hope, BC V0X 1L4	604-860-7733
Langley Mental Health Centre	#305 – 20300 Fraser Highway Langley, BC V3A 4E6	604-514-7940
Maple Ridge Mental Health Centre	#500 – 22470 Dewdney Trunk Road Maple Ridge, BC V2X 5Z6	604-476-7165
Mission Mental Health Centre	7298 Hurd Street Mission, BC V2V 3H5	604-814-5600
New Westminster Mental Health	2 nd Floor, 403 Sixth Street New Westminster, BC V3L 3B1	604-777-6800
Surrey Mental Health	#1100 - 13401 108 th Avenue Surrey, BC V3T 5T3	604-953-4900
Tri-Cities Mental Health Centre	#1 – 2232 Elgin Avenue Port Coquitlam, BC V3C 2B2	604-777-8400
White Rock/South Surrey Mental Health & Addictions	Peace Arch Hospital, Russell Annex 15521 Russell Avenue White Rock, BC V4B 2R4	604-541-6844
Other services:		
Development Disabilities Mental Health Services (Vancouver Coastal)	L50 – 4946 Canada Way Burnaby, BC V5G 4H7	604-918-7540
Development Disabilities Mental Health Services (Fraser Health)	#207 – 2248 Elgin Avenue Port Coquitlam, BC V3C 2B2	604-777-8475
Surrey Mental Health Outreach Program (incl. ACT, Homeless Outreach)	#203 – 7327 137th Street Surrey, BC V3W 1A4	604-592-2700



CORPORATE REPORT

NO: R262

DATE: December 19, 2016

REGULAR COUNCIL

TO: Mayor & Council DATE: December 19, 2016
FROM: Manager, Bylaw Enforcement & Licensing Services FILE: 4815-01
SUBJECT: Recovery Homes Update

RECOMMENDATION

The Bylaw Enforcement & Licensing Division recommends that Council:

1. Receive this report as information; and
2. Approve the implementation of a cap on the number of registered recovery homes in the City of Surrey to 55.

INTENT

The purpose of this report is to update Council regarding the implementation of a business licensing requirement for recovery homes within the City of Surrey, as well implementing a cap on the number of registered homes.

POLICY CONSIDERATIONS

Recovery homes are required to be registered with the Province of British Columbia through the Assisted Living Registry (ALR).

The City of Surrey's Business License Bylaw includes a section for recovery homes, and as such, no further action from Council is required to enact this section. A cap of 55 homes will also be implemented through this process until the Province has completed their review; at which time we will reassess our requirements and regulations.

BACKGROUND

Staff have been reviewing the operations of recovery homes within the City of Surrey, which included reviewing the requirements of a business license, as well as a cap on the number of recovery homes in Surrey. The review has led to the recommendations of:

1. Adding a requirement for business licenses;

2. Implementing a cap on the number of registered recovery homes in the City to 55; and
3. Providing operational guidance for all homes licensed under the program.

The cap will be adjusted to accommodate those applications already in stream. A review of bylaws and regulations related to recovery homes was conducted with Legal Services and it was determined that a cap can be implemented and the business licensing requirement for recovery homes can be utilized.

Staff have also engaged with operators on the approved ALR list to further understand some of their concerns. A majority of their concerns are associated to not having clear direction from the City on the requirements to operate a recovery home.

DISCUSSION

There are currently 50 recovery homes in the City of Surrey that are registered with the ALR. In addition, 20 recovery homes have been identified as illegal, non-registered homes. The number of recovery home complaints received is down from 110 in 2015 to 79 year to date for 2016. This signifies a 28% decrease as a result of the enforcement efforts over the past year, as well as the additional applicant screening process the City has been doing in conjunction with the ALR.

Staff have the appropriate legal authority to impose the business license requirements along with the cap, no further council resolution is required.

Staff have also reviewed all internal processes associated with operating a recovery home within the City of Surrey. Currently the requirements and order of steps are:

1. Application to Bylaw Department
 - a. Operator Screening /Property Owner Screening/Property History Check
2. Fire Safety Inspection(s)
3. Building Inspection(s)
4. Application to ALR (in some cases this is done prior to the above).

The current application process is not efficient for staff or operators. The chart attached as Appendix "I", titled "Proposed Recovery Home Application Process" illustrates a streamlined process moving forward.

By implementing a business license requirement and streamlining the application process, we will improve the overall management of recovery homes from a regulatory perspective and the applicant's overall experience. The proposed changes will result in:

- Greater enforcement tools;
- Increase safety for those who reside in recovery homes;
- Streamlined application process – i.e. one point of contact for applicants;
- Improved data and information associated with recovery homes;
- Improved alignment with ALR requirements; and
- Improved coordination between city departments.

With the City of Surrey facing increased challenges related to homelessness, mental health, and fentanyl use, recovery homes are required to help assist those individuals who are dealing with such issues. However, given the challenge in assisting individuals dealing with these issues, the appropriate screening is required. The proposed changes above will streamline and ensure recovery homes are operating in a safe manner and that they are registered with the ALR, which has the jurisdiction to oversee recovery from a health perspective.

In the Speech from the Throne on February 9, 2016, government pledged to “introduce legislation to modernize community care and assisted living.” Subsequently, the Ministry of Health advised that our previous work, done in collaboration with the Ministry of Health, will be reviewed as they implement new legislation and revise applicable regulations and policies.

SUSTAINABILITY CONSIDERATIONS

Implementing a business license requirement for recovery homes will support the Public Safety theme in the Sustainability Charter 2.0 – **Public Safety and Wellness**.

CONCLUSION

Staff will formally advise the Ministry of Health and the Assisted Living Registry on the requirements of a business license for all recovery homes within the City of Surrey.

Staff will continue to advocate to the Province of BC the importance of regular monitoring of recovery homes to ensure operators are maintaining adequate standards of care for their vulnerable residents, sufficient funding for the Supportive Recovery House (SRH) Per Diem Program and a fair regional distribution of beds.

Staff will also be in contact with all registered homes within the City of Surrey to start the process for a business license.

Finally, staff will prepare a proactive media release outlining the changes in procedures in order to operate a recovery home in the City of Surrey.



Jas Rehal, CPA, CMA
Manager, Bylaw Enforcement & Licensing Services

JR/mm

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c.c. City Manager
City Solicitor
RCMP OIC
Fire Chief
Director, Public Safety Strategies

Appendix "I" Proposed Recovery Home Application Process

SUPPORTIVE HOUSING



BC HOUSING

Supportive Housing Registration Service in the Lower Mainland

The Supportive Housing Registration Service provides a single point of access for supportive housing funded through BC Housing. Applicants only have to register once, rather than registering with multiple housing Providers. To apply for these developments, please complete an application form for the Supportive Housing Registration Service which is available from any BC Housing office, or download the form from www.bchousing.org/housing-assistance/housing-with-support/supportive-housing.

Development Name and Location	How to Apply	Number of Units	Additional Information*
Burnaby and New Westminster			
Burnaby			
3986 Norland Avenue 3920 Norland Ave	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,STF,W
Coquitlam, Port Coquitlam, Port Moody, Maple Ridge, Pitt Meadows			
Maple Ridge			
22534 Royal Crescent 22548 Royal Cres	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	53	D,O,R,STF,W
Alouette Heights Supportive Housing 22207 Brown Ave	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	45	D,O,R,STF,W
Garibaldi Ridge 11749 Burnett St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	51	D,O,STF,W
Fraser Valley, Chilliwack and Abbotsford			
Abbotsford			
Cole Starnes Place 1640 Riverside Rd	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	44	D,O,R,STF,W
Chilliwack			
Chilliwack Supportive Housing 45944 Yale Rd	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	46	D,O,W
Mission			
Grand Street 7755 Grand St	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8	44	D

Additional Information

*The following information will be provided for each development if available:

AC - Additional Charges Apply

D - People with disabilities accepted

O - Housing Provider has other developments

P(#) - Pets Allowed (max #)

R - Residency Requirement

SF - Smoke Free Property

STF - Onsite Staff

W - Wheelchair Accessible Units Available

Supportive Housing Registration Service in the Lower Mainland

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Office Hours: Mon-Fri 8:30-4:30			
N/A			
Trethewey Modular Unknown/Not specified	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	46	D,O,STF,W
North Delta, Langley and Surrey			
Surrey			
Nancy Gerard Building 10662 King George Blvd	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	55	D,O,R,STF
Nickerson Place 13550 105 Ave	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	46	D,O,R,STF,W
Steve Cobon Building 13425 107A Ave	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	60	D,O,R,STF
Timber Grove Apartments 13922 101 Ave	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	50	D,O,R
Richmond and West Delta			
Richmond			
Alderbridge Modular Housing 6999 Alderbridge Way	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	40	D,O,STF,W
Sunshine Coast, Squamish, North and West Vancouver			
Sechelt			
Hightide Supportive Housing 5656 Hightide Ave, General Delivery	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2	40	D,O,STF,W

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Development Name and Location	How to Apply	Number of Units	Additional Information*
	Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org		
Vancouver Vancouver 566 Powell St 566 Powell St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	11	D,O,R,STF
Alexander Street Community 111 Princes Avenue	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	139	D,O,P(1),R,STF,W
Aneki Housing For Women 525 Powell St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	39	D,O,R,STF
Arco Hotel 81-83 Pender St W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	58	AC,D,O,P(1),R,STF
Beacon Hotel 7 Hastings St W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	34	AC,D,O,P(1),R,STF
Budzey Building 606 Powell St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	146	D,O,STF,W

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STF - Onsite Staff

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Chartrand Place 1131 Franklin St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	39	D,O,R,STF,W
Coast Dunbar Apartments 3595 17th Ave W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	51	AC,D,O,P(1),R,STF,W
Cordova Rooms 56 Cordova St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	30	AC,D,O,P(1),R,STF
Dominion Hotel 210 Abbott St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	63	AC,D,O,P(1),R,STF
First Place 188 1st Ave E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	129	D,O
Garden Villa 800 McLean Dr	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	19	O,P(1),R,W Women only, 40 years of age or older
Gastown Hotel 112 Water St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	95	AC,D,O,P(1),R,STF

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P(#) - Pets Allowed (max #)	W - Wheelchair Accessible Units Available

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Heatherlands (New Beginings) 5077-5095 Heather St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	94	D,O,R,STF
Hotel Canada 518 Richards St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	150	AC,D,O,P(1),R,STF
Hummingbird Place 265 1st Ave W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,O,R,STF,W
Hutchinson Block 429 Pender St W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	50	AC,D,O,P(1),R,STF
Jubilee Rooms 235-237 Main St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	80	D,O
Kettle on Burrard 1134 Burrard St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	139	AC,D,O,P(1),STF
Kwayatsut/Mount Pleasant 2465 Fraser St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	99	D,O,W

Additional Information

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Larwill Place 610-620 Cambie St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	98	D,R,STF,W
London Hotel 208 Georgia St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	70	AC,D,O,P(1),R,STF
M. Mitchell Place 2132 Ash Street, General Delivery	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,O,R,STF
Main & Station St 1005 Station St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	80	D,O,R
Marguerite Ford Apartments 215 2nd Ave W	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	147	D,O,R,W
Molson's Bank Building 166 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	40	D,O,R
Nora Hendrix Place 258 Union St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,O,STF,W

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Orange Hall 329-341 Gore Ave	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	27	AC,D,O,R,STF
Orwell Hotel 456-458 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	55	D,O,P(1),R,STF
Pacific Coast Apartments 337 Pender St W	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	96	D,O,R,W
Rainier Hotel 309 Carrall St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	39	AC,D,O,P(1),R,STF,W Women Only
Reiderman Residence 7430 &, 7460 Heather St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	77	D,R,STF,W
Sanford Apartments 1601 7th Ave W	Call: 604-433-2218 In Person/By Mail: 101 - 4555 Kingsway, Burnaby, BC V5H 4V8 Office Hours: Mon-Fri 8:30-4:30	62	D,O,R
Sarah Ross House 4480 Kaslo St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,O,R,STF,W

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Development Name and Location	How to Apply	Number of Units	Additional Information*
Savoy Hotel 258-260 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	25	AC,D,O,P(1),R,STF
Sereena's House for Women 143 Dunlevy Ave	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	57	D,O,R
Shaldon Hotel 52 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	52	D,O,R,STF
Sorella 525 Abbott St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	108	D,O,W Women Only
St. Helen's Hotel 1161-1163 Granville St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	82	AC,D,O,P(1),R,STF
Tamura House 398 Powell St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	108	D,O,P(1),R,STF
The Biltmore 395 Kingsway	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	94	D,O

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Development Name and Location	How to Apply	Number of Units	Additional Information*
The Carl Rooms 375 Princess Ave	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	43	AC,D,P(1),R,STF
The Hazelwood 342-346 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	110	D,O,P(1),R,STF
The Lux 65 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	92	D,O,R,W
The Rice Block 404 Hawks Ave	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	38	D,O,R,STF Women Only
The Secord 401-403 Powell St	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	28	AC,D,O,P(1),R,STF Women Only
Walton Residence 261-265 Hastings St E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	47	D,O,P(1),R,STF
te cecew (The Beach) 137 37th Ave E	Call: 604-648-4270 Fax: 604-648-4279 In Person/By Mail: 297 East Hastings St., Vancouver, BC V6A 1P2 Office Hours: Mon-Fri 8:30-4:30 By E-mail: orangehall@bchousing.org	46	D,O,STF

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SF - Smoke Free Property

O - Housing Provider has other developments

STF - Onsite Staff

P(#) - Pets Allowed (max #)

W - Wheelchair Accessible Units Available

HOUSING AGREEMENT No. <>

THIS AGREEMENT is dated for reference the _____ day of _____, 20<>;

BETWEEN:

CITY OF ABBOTSFORD
City Hall
32315 South Fraser Way
Abbotsford, British Columbia
V2T 1W7

(the "City")

OF THE FIRST PART

AND:

<>(Bold and use Uppercase)

<>

<>

<>

(the "Operator")

OF THE SECOND PART

AND

<>(Bold and use Uppercase)

<>

<>

<>

(the "Owner")

OF THE THIRD PART

WHEREAS:

- A. The Operator proposes to provide Supportive Recovery Use, as defined herein, within the Housing Facility, as defined herein, in accordance with the requirements of this Agreement and the City's Zoning Bylaw.
- B. The Operator, the Owner and the City each recognize that the personal behaviour of residents of the Housing Facility must be regulated and supervised so as to ensure the protection, convenience and safety of other residents of the Housing Facility and of residents and users of neighbouring properties, streets and public places.

- C. The parties have reached agreement as to certain reasonable and necessary measures to be undertaken by the Operator in the management and operation of the Housing Facility and now wish to enter into this Agreement in order to ensure compatibility between the use of the Housing Facility and that of the Immediately adjoining neighbourhood.
- D. The Owner is the registered owner of those Lands defined herein;
- E. The City adopted Bylaw No. <>, 20<> authorizing the City to enter into this housing agreement on the terms and conditions contained herein.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it, and in consideration of the payment of TEN (\$10.00) DOLLARS by each of the parties to the other (the receipt and sufficiency of which is acknowledged by each party), the parties covenant and agree with each other as follows, both as a housing agreement under Section 905 of the *Local Government Act* and as a contract and a deed under seal between the parties:

1. Interpretation

1.1 In this Agreement the following definitions apply:

"Agreement" means this Housing Agreement.

"Drugs" means any controlled substance regulated under the *Controlled Substance Act* of Canada and includes, without limitation, the non-prescription use of marijuana or other mind altering drugs.

"Harm Reduction Use" shall have the same meaning as in the City's Zoning Bylaw, 1996, as amended.

"Housing Facility" means the Lands and the improvements located on the Lands wherein the Operator intends to carry out Supportive Recovery Use under the terms and conditions of this Housing Agreement and the City's Zoning Bylaw.

"Lands" means Parcel Identifier: <>
<>; and known municipality as <>(address).

"Resident" means a <>male or <>female over 18 years of age.

"Resident Contract" means a written agreement between the Operator and each resident of the Housing Facility, in a form satisfactory to the City and in accordance with Section 4 of this Agreement, establishing the conditions of residency.

"Supportive Recovery Use" means a residential use providing a supportive and structured environment for individuals recovering from drug or alcohol addiction, before they are ready to move into independent housing but excludes a Harm Reduction Use.

Obligations of the Owner

2.1 The Owner covenants and agrees with the City:

- (a) that the Lands and the Housing Facility shall only be used for Supportive Recovery Use in compliance with the terms, conditions, requirements and restrictions of this Agreement;
- (b) to take all reasonable measures to require the Operator to operate the Housing Facility in compliance with the terms, conditions, requirements and restrictions of this Agreement; and
- (c) that the obligations and responsibilities of the Operator under this Agreement relating to the operation of the Housing Facility also bind the Owner in the operation of the Housing Facility.

3. Requirements of the Housing Facility

- 3.1 CPTED. The design and construction of the Housing Facility shall implement the Crime Prevention through Environmental Design (CPTED) criteria for residential housing to the satisfaction of the City and, for this purpose, the Operator shall, at the design stage and from time to time thereafter, consult with officials of the City regarding the implementation of such criteria. At a minimum, exterior security lighting and fencing of rear yards is required.
- 3.2 Maintenance. The Operator shall, at all times, ensure that both the interior and exterior of the Housing Facility are well maintained in a neat, tidy and clean condition.
- 3.3 Security. The Operator shall ensure that all exterior doors and windows to the Housing Facility are closed and locked when occupants of the residential premises are absent from the Housing Facility.
- 3.4 Storage. The Operator shall ensure that all personal belongings, furniture, goods, materials, supplies or other things are only stored within properly designated storage areas located within the interior of the Housing Facility. For greater certainty, nothing may be stored or allowed to accumulate around the exterior of the Housing Facility.
- 3.5 Outdoor Activities. The Operator shall ensure that barbecues and other outdoor activities are carried out in a safe and considerate manner and that the exterior of the Housing Facility is maintained in a neat and tidy condition. Barbecues shall be kept a minimum of 0.6 metres away from any building when in use.
- 3.6 Building and Fire Codes. The Operator shall ensure that the Housing Facility is, at all times, in compliance with the health, life safety and fire protection requirements of the British Columbia Building Code and Fire Code and the City's Fire Services Bylaw.
- 3.7 Parking. The Operator shall ensure that adequate on-site parking for staff, residents and visitors is provided and that there are no unlicensed vehicles on the Housing Facility property.

4. Conditions of Residency

4.1 The Operator shall ensure that, prior to occupying a residential premise within the Housing Facility, each resident enters into a written agreement with the Operator regulating the personal behaviour and responsibilities of the resident while residing at the Housing Facility. The agreement shall be in a form satisfactory to the City and, without limiting the generality of the foregoing, shall provide that every resident, as a condition of residency:

- (a) must attend a minimum of one (1) counselling or therapy AA-NA meeting each week;
- (b) may not possess, hold, store, trade, barter, sell, buy or use any alcohol or Drugs anywhere within or on the premises of the Housing Facility;
- (c) must agree to voluntarily allow random urinalysis or other drug testing to be carried out by or on behalf of the Operator while residing at the Housing Facility;
- (d) must acknowledge and agree that if he or she is discovered in the possession of, consuming or under the influence of alcohol or Drugs, either on or off the premises of the Housing Facility, they will be discharged from the Housing Facility;
- (e) will be subject to specified curfew times having regard to the work schedules of the resident;
- (f) must not carry out or be involved in any criminal activities, either on or off the Housing Facility premises, while in residence;
- (g) must be considerate of other residents, employees and staff of the Housing Facility and of neighbouring premises;
- (h) must respect the prescribed visiting hours restrictions and ensure that visitors are only present on the Housing Facility premises between the hours of 12:00 noon and 9:00 p.m., daily;
- (i) must ensure that any person invited onto the premises of the Housing Facility by the resident does not engage in any criminal conduct or activity. Proof of such violation will not require criminal conviction but will be determined by a preponderance of evidence;
- (j) must agree that information relating to any incident of criminal or unlawful conduct which is investigated by the City of Abbotsford Police Department may be disclosed to officials of the City in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*;
- (k) shall ensure that they and any persons invited onto the premises of the Housing Facility by the resident, do not engage in any conduct or behaviour which unreasonably disturbs or harasses other residents of the Housing Facility or persons in the neighbourhood and must maintain quiet between the hours of 10:00 p.m. and 8:00 a.m., daily;

- (l) must be in a work training program, employed, enrolled in school, or actively searching for work; and
- (m) must agree to allow a criminal record check to be conducted prior to their acceptance as a resident of the Housing Facility and to additional background reference checks, from time to time during residency, at the discretion of the Operator and City of Abbotsford Police Department, and such checks must not reveal any evidence of violent offences, sexual offences or outstanding warrants.

5. Obligations of the Operator

- 5.1 The Operator shall, at all times, be responsible for the proper management and operation of the Housing Facility and shall provide 24 hour, seven (7) day a week supervision of the Housing Facility when occupied by any resident.
- 5.2 Neither the Operator nor any employee of the Housing Facility shall have a criminal record of violent or sexual offences committed within the last two years.
- 5.3 The Operator covenants and agrees with the City that:
 - (a) the Operator is a non-profit organization and a business licence is required;
 - (b) the maximum number of residents that shall be permitted to reside within the Housing Facility at any one time shall be nine (9) along with one (1) staff member; and
 - (c) the composition of the residents of the Housing Facility, by gender and age group, shall be <>male <>female and over eighteen (18) years of age .
- 5.4 The Operator shall be responsible for enforcing the conditions of residency contained in each Resident Contract and shall discharge any resident who violates the conditions of residency contained in the Resident Contract.
- 5.5 No drugs or alcohol shall be permitted in, on or about the premises of the Housing Facility and the Operator shall impose a "zero tolerance" policy regarding the possession or use of Drugs or alcohol by residents.
- 5.6 The Operator shall not display or permit the display of any exterior sign or any interior sign which is visible from outside of the Housing Facility premises.
- 5.7 The Operator shall maintain an up-to-date registry, including date of birth, of all residents and staff of the Housing Facility. This up-to-date registry will be submitted to the City of Abbotsford each month, by the first of each month. In addition, the Operator shall immediately disclose this up-to-date registry to the City and/or City of Abbotsford Police Department upon request and provide City of Abbotsford Police Department and City of Abbotsford Fire Rescue Service and other emergency services with a current 24 hour, seven (7) day a week emergency contact telephone number.
- 5.8 The Operator may only use the Housing Facility for Supportive Recovery Use in accordance with the requirements of the City's Zoning Bylaw and this Agreement and, for greater certainty, the Operator may not use, or cause the Housing Facility to be used,

for short-term emergency housing, detox or other health services requiring Provincial licensing.

- 5.9 Neither this Agreement nor any right hereunder to provide Supportive Recovery Use within the Housing Facility may be assigned or transferred by the Operator to any other person or party, in whole or in part. If the Operator makes any such assignment, or transfers, sells or otherwise disposes of the Operator's company, business or non-profit organization to another party, or ceases to operate the Housing Facility for Supportive Recovery Use, this Agreement shall immediately terminate.
- 5.10 The Operator shall prepare, obtain approval by the City of Abbotsford Fire Rescue Services and implement a fire safety plan, that in addition to the requirements of the BC Building Code and the Fire Code, includes, at a minimum, requirements that interconnected smoke alarms be installed in all bedrooms and that emergency lighting be installed.
- 5.11 The Operator shall not request a security deposit from the residents. If a resident is discharged from the Housing Facility, the Operator will refund the rent received for that month on a pro-rated basis.
- 5.12 The Operator shall submit to the City an exiting plan, in a form satisfactory to the City, for any resident discharged from the Housing Facility. A minimum requirement of the exiting plan is that the City and City of Abbotsford Police Department be notified in writing immediately.
- 5.13 The Operator shall provide a minimum of two meals a day to residents.
- 5.14 The Operator shall not provide, or cause, permit or allow to be provided any detox or other health services requiring Provincial licensing, on or about the premises of the Housing Facility.
- 5.15 The Operator shall submit to the City written approval on a case by case basis from the Provincial Ministry of Children and Family Development prior to any children, under nineteen (19) years of age, visiting overnight at the Housing Facility, and must be in compliance with the Child, Family and Community Service Act.
- 5.16 The Operator shall attend and participate in all neighbourhood meetings scheduled by the City.

6. Termination

- 6.1 The City may, on 30 days prior written notice to the Operator and the Owner, terminate this Agreement where:
 - (a) the Operator fails to comply with, satisfactorily perform or meet any of the terms, conditions or requirements of this Housing Agreement and fails to remedy such non-compliance or unsatisfactory performance when and as requested to do so by the City;
 - (b) the Operator, at any time, ceases to provide Supportive Recovery Use within the Housing Facility, or carries out, permits or causes to be carried out, any detox or

other health service requiring Provincial licensing or any short-term emergency housing use or other similar use within the Housing Facility which is not authorized by the City's Zoning Bylaw; or

- (c) the goods and chattels of the Operator are at any time seized or taken in execution or attachment or the Operator makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or makes a proposal to creditors.
- 6.2 Any party may terminate this Agreement on 30 days written notice to the other party.
- 6.3 This Agreement may be terminated at any time by mutual agreement of the parties.
- 6.4 Upon the expiry or earlier termination of this Agreement, Supportive Recovery Use shall no longer constitute a permitted use within the Housing Facility under the provisions of the City's Zoning Bylaw and shall thereupon cease.
- 6.5 Should the Lands cease being used as a Housing Facility, the City, will execute a registrable discharge of this Agreement or file the appropriate notice in the Land Title Office, upon:
- (a) receipt of same from the Owner; and
 - (b) confirmation, to the satisfaction of the City that the Lands are no longer being used as a Housing Facility.

7. Indemnity

- 7.1 The Owner and the Operator, each on their own behalf, releases, indemnifies and saves harmless the City, its elected officials, officers, employees, servants, agents, successors and assigns from and against any and all liabilities, actions, causes of action whether in contract or in tort, claims, damages, expenses, costs, debts, demands, or losses suffered or incurred by the City, at any time, either before or after the expiration or termination of this Agreement by the City, arising or resulting from the performance or non-performance of the terms and conditions of this Agreement by the Operator, its employees, volunteers or agents.

8. Miscellaneous

- 8.1 **Time** - Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates under this Agreement.
- 8.2 **Waiver** - No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited in this Agreement, any party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.
- 8.3 **Release** - The Owner hereby releases and forever discharges the City, its elected officials, officers, employees, servants and agents, successors and assigns from and

against all claims, demands, damages, actions or causes of actions, losses suffered or costs or expenses incurred, by reason of or arising in any way from the existence or enforcement of this Agreement or out of any advice or direction respecting the ownership, lease, operation or management of the Facility which has been or hereafter may be given to the Owner by all or any of them.

- 8.4 **Entire Agreement** - This Agreement and the agreements, instruments and other documents entered into under this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements, express or implied, other than those contained in this Agreement.
- 8.5 **No Severability** – It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall affect the other provisions of this Agreement and this Agreement shall thereupon terminate.
- 8.6 **Amendment** - This Agreement may be altered or amended only by an agreement in writing signed by the parties and by the filing of a notice of amendment in the *Land Title Office*.
- 8.7 **Further Assurances** - Each of the parties shall at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.
- 8.8 **Notices** - Any demand or notice which may be given under this Agreement shall be in writing and delivered or faxed addressed to the parties as follows:

The City:

City of Abbotsford
City Hall
32315 South Fraser Way
Abbotsford, British Columbia
V2T 1W7

Attention: Phil Blaker, Acting General Manager of Economic Development and Planning Services

The Operator:

<>
<>
<>
<>

Attention: <>

The Owner:

<>
<>
<>
<>

Attention: <>

or at such other address as any party may specify in writing to the other. The time of giving and receiving any such notice shall be deemed to be on the day of delivery or transmittal.

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

9. Specific Performance

- 9.1 The Owner agrees that because of the public interest in ensuring that all of the matters described in this agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this agreement.

10. Notice of Housing Agreement

- 10.1 For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) the City is required to file a notice of this housing agreement and any amendment of this housing agreement in the *Land Title Office* against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under section 905 of the *Local Government Act*.

11. AUTHORIZING BYLAW ADOPTED BY Abbotsford City Council on the <>day of <>, 20<>.

THE TERMS AND CONDITIONS UPON WHICH THIS HOUSING AGREEMENT IS ISSUED ARE HEREBY ACKNOWLEDGED BY:

The OPERATOR, <>(Society or Company Name),
by its authorized signatories:

Print Name:

Print Name:

The OWNER, <>(Owner Names or Company Name):

<> (use UPPERCASE)

<> (use UPPERCASE)

THIS HOUSING AGREEMENT IS ISSUED this day of , 20<>

CITY OF ABBOTSFORD)
by its authorized signatories:)

Mayor, R. Bruce Banman)

C/S

City Clerk, William Flitton)