

NO: R026

COUNCIL DATE: FEBRUARY 8, 2021

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## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **February 4, 2021**

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

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

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## RECOMMENDATION

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

1. Receive this report for information;
2. Endorse the Housing Agreement attached as Appendix "I";
3. Approve amendments to the *Business License By-law, 1999, No. 13680* ("Business License Bylaw"), as documented in Appendix "II" of this report;
4. Direct the City Clerk to give public notice in the form of newspaper advertisement, once a week for two consecutive weeks, of the proposed amendments to the Business License Bylaw as documented in Appendix "II" of this report and to provide an opportunity to persons who consider they are affected by the proposed bylaw to make written representations to Council;
5. 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;
6. Direct staff to report back to Council on any written representations received prior to Council considering final adoption of the amendments to the Business License Bylaw, as documented in Appendix "II" of this report; and
7. Authorize the City Clerk to bring forward to the amended Business License Bylaw for the required readings.

## INTENT

The purpose of this report is to obtain Council's approval to amend the Business License Bylaw to require assisted living residences for supportive recovery ("Supportive Recovery Homes") to complete a Housing Agreement with the City as a condition of a new business licence and all business licence renewals as of November 1, 2021 in an effort to improve the quality of care being provided to residents of Supportive Recovery Homes.

## BACKGROUND

On June 29, 2020, Council received Corporate Report R104; 2020, a copy of which is attached as Appendix "III" and subsequently directed staff to complete additional research and consultation on opportunities to improve the quality of care provided and the number of Supportive Recovery Homes operating in Surrey.

### **Assisted Living Residences for Supportive Recovery**

Persons who are recovering from a substance use addiction may consider moving into a Supportive Recovery Home. A 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 use 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, S.B.C., 2002, c.75* 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* to enhance the powers of the Assisted Living Registrar to provide greater oversight.

In 2019, the Province introduced the *Assisted Living Regulation, B.C. Reg. 189/2019*, effective December 1, 2019, to improve the quality of 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.

### **Business Licensing for Supportive Recovery**

The Business License Bylaw requires that:

- Every applicant for an alcohol and drug recovery house licence 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**

As discussed in Appendix “III”, there are a significant number of Supportive Recovery Homes in Surrey as compared to other communities in British Columbia. In addition, there are a number of challenges associated with Supportive Recovery Homes operating in Surrey.

Other communities, such as the City of Abbotsford and City of Maple Ridge have experienced similar concerns and/or challenges with Supportive Recovery Homes in their communities. In an effort to resolve these concerns and/or challenges, each community requires each Supportive Recovery Home operator and their property owner complete a Housing Agreement with their respective local government.

While staff previously proposed a Housing Agreement for Surrey based on the City of Abbotsford’s approach, following Council’s direction’s, staff established a Working Group of experienced substance abuse and recovery professionals to better inform the development of a Housing Agreement for Surrey. The Working Group was comprised of:

- Susan Sanderson - Executive Director, Realistic Success Recovery Society;
- Dr. Carson McPherson - Managing Director, Cedars Cobble Hill and Acorn Recovery;
- Brenda Plant - Executive Director, Turning Point Recovery and Chair, BC Addiction Recovery Association; and
- Keir MacDonald - Chief Executive Officer, Phoenix Society.

Over the course of two meetings, staff received guidance and advice from the Working Group to inform the development of the proposed Housing Agreement, a copy of which is attached as Appendix “I”.

The Housing Agreement, which is registered on title, is an agreement between the operator, the property owner (if different from the operator) and the City. Council would approve a Housing Agreement as a Bylaw with each Supportive Recovery Home. The notable components of the proposed Housing Agreement are as follows:

- The operator covenants and agrees with the City to operate the Supportive Recovery Home in accordance with the requirements of the *Community Care and Assisted Living Act* and the *Assisted Living Regulation*;
- The operator shall ensure that each Resident enters into a residency agreement within 24-hours of occupying a residential premise in the Supportive Recovery Home;
- The operator shall ensure that each Resident has a short-term Service Plan within 72-hours of occupying a residential premise the Supportive Recovery Home;
- The operator shall ensure that each Resident has a personal service plan within 7-days of occupying a residential premise the Supportive Recovery Home;
- The operator shall ensure that each Resident has a transition plan within 24-hours of occupying a residential premise the Supportive Recovery Home;
- No more than two Residents who previously resided outside of Surrey may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home;
- Each operator upon request, and no more than 4 times per calendar year, shall provide for every Resident in the preceding month; the date that they arrived, the date that they departed (if applicable), their year of birth, their city of birth, their city of residence prior to entering the Supportive Recovery Home (if applicable) and indicate if they have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home; and
- The term of the proposed Agreement is 5-years from the date the Bylaw adopting each operator's Agreement is finally adopted. The City may, at its sole discretion, renew this Agreement for two additional 5-year terms provided that the property owner and/or the operator have not been in default of any of the conditions of this Agreement.

The Working Group has expressed their support for the Housing Agreement as detailed in the letter attached as Appendix "IV".

While providing support for the Housing Agreement, the Working Group expects that not all property owners will agree to execute the Housing Agreement. As such, the Working Group has requested for existing operators that the City support completing the Housing Agreement with just the operator should the property owner not agree to execute the Housing Agreement. The Working Group recommends that any new Supportive Recovery Home require that the property owner execute the Housing Agreement.

Staff see the merits of the request by the Working Group and as such would revise the proposed Housing Agreement to exclude the property owner from the Housing Agreement should a property owner of an existing Supportive Recovery Home unreasonably not agree to execute the Housing Agreement.

### **Business License Bylaw**

It is recommended that the Housing Agreement be a condition of business licence for any new Supportive Recovery Home and that it be a condition of business license renewal for all existing Supportive Recovery Homes as of November 1, 2021. This grace period will provide existing operators and property owners sufficient time to work with staff to prepare the required Housing Agreement and associated bylaw well in advance of their renewal date.

A summary of the proposed amendments to the Business License Bylaw is outlined in Appendix "II" of this report.

Section 59(2) of the *Community Charter* requires that notice be given of the proposed bylaw and that an opportunity be provided for persons who consider they are affected by the bylaw to make representations to Council.

Staff recommend that persons who consider they are affected by the proposed bylaw make written representations to Council. Staff will summarize these comments and will bring a subsequent corporate report to Council prior to Council considering final adoption of amendments to the Business License Bylaw.

Should Council approve the proposed amendments to the Business License Bylaw, it is recommended that the legislative notice requirement be satisfied by placing a formal notice on [www.surrey.ca](http://www.surrey.ca), with links to the proposed Bylaws and this Corporate Report. This notice will be posted on the City website on Monday February 1, 2021 and will invite written comments until Friday February 19, 2021.

In addition, it is recommended that 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 be advised of the proposed amendments to the Business License Bylaw and refer them to [www.surrey.ca](http://www.surrey.ca) for more information.

### **Next Steps**

In 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 final adoption of the amendments to the Business License Bylaw;
- Upon final adoption of the proposed amendments to the Business License Bylaw, bring forward Housing Agreements and their associated Bylaw for each existing Supportive Recovery Home to Council for their consideration;
- 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 Attorney General and Ministry responsible for Housing) to find opportunities for further BC Housing supportive housing projects in Surrey; and
- Request that the Province (Ministry of Social Development) increase the per diem provided to Supportive Recovery Homes.

### **Legal Services Review**

The City's Legal Services Division has reviewed this report.

### **SUSTAINABILITY CONSIDERATIONS**

The proposed amendments to the Business License Bylaw and the next steps outlined in this report are supportive of the objectives of the City's Sustainability Charter 2.0. In particular, this work relates to the Sustainability Charter 2.0 theme of Health and Wellness, Inclusion and Public

Safety. Specifically, the proposed amendments to the Business License Bylaw supports the following Strategic Directions (“SDs”) and Desired Outcomes (“DOs”):

- 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 multijurisdictional 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 ensure that quality of care is being provided to residents in Supportive Recovery Homes operating in Surrey by implementing new requirements as outlined in this report.

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

Jean Lamontagne  
General Manager, Planning & Development



Rob Costanzo  
General Manager, Corporate Services

[https://surreybc.sharepoint.com/sites/cmcitymanageradmin/council/supportive recovery homes february 8 2021 council meeting.docx](https://surreybc.sharepoint.com/sites/cmcitymanageradmin/council/supportive%20recovery%20homes%20february%208%202021%20council%20meeting.docx)

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Appendix “I”	Housing Agreement for Supportive Recovery Homes
Appendix “II”	Proposed Amendments to Business License By-law, 1999, No. 13680 Alcohol and Drug Recovery Houses
Appendix “III”	Corporate Report R104; 2020
Appendix “IV”	Working Group letter of support

**Appendix "I"**  
**Housing Agreement for Supportive Recovery Homes**

**CITY OF SURREY**

**A Housing Agreement for a Supportive Recovery Home**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN

CITY OF SURREY, 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 (as hereinafter defined) in accordance with the requirements of this Agreement and all applicable legislation;
- C. The Operator, the Owner and the City each recognize that the behaviour of Residents (as hereinafter defined) and the Operator (as hereinafter defined) 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 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; and
- 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

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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) "City Personnel" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
  - e) "Claims and Expenses" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
  - f) "*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;
  - g) "*Community Charter*" means the Community Charter, S.B.C., 2003, c.26 as amended, replaced, restated or re-enacted from time to time;
  - h) "Lands" means the lands and premises legally described as: \_\_\_\_\_;
  - i) "*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;
  - 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) "Resident" means a person over 18 years of age residing in the Supportive Recovery Home;
  - l) "Supportive Recovery Home" means the Lands and the improvements located on the Lands wherein the Operator intends to provide 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*;
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- m) “Term” as specified in Section 2; and
- n) “Zoning Bylaw” means the *Surrey Zoning By-law, 1993, No. 12000*, as amended, replaced, or replaced from time to time.

## 2. Term

- 2.1. The term of this Agreement is 5-years from the date the Bylaw adopting this Agreement is finally adopted. The City may, at its sole discretion, renew this Agreement for two additional 5-year terms provided that the Owner and/or the Operator have not been in default of any of the conditions of this Agreement.

## 3. Obligations of the Owner

- 3.1. The Owner covenants and agrees with the City:
  - a) that the Lands shall only be used for a Supportive Recovery Home in compliance with the terms, conditions, requirements and restrictions of this Agreement; and
  - b) to require the Operator to operate the Supportive Recovery Home in compliance with the terms, conditions, requirements and restrictions of this Agreement.

## 4. Obligations of the Operator

- 4.1. The Operator covenants and agrees with the City:
    - 4.1.a. that a business license is required;
    - 4.1.b. to operate the Supportive Recovery Home in accordance with the requirements of the City's *Zoning Bylaw*. For greater certainty, the Operator may not use, or cause the Supportive Recovery Home to be used, for short-term emergency housing;
    - 4.1.c. no more than two Residents who previously resided outside of Surrey may have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home;
    - 4.1.d. to 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 Fire Code and the *Surrey Fire Service By-law, 1990, No. 10771*;
    - 4.1.e. to prepare, obtain approval by the Surrey Fire Service and implement and maintain a fire safety plan, including, at a minimum, requirements that interconnected smoke alarms be installed in all bedrooms and that emergency lighting be installed; and
    - 4.1.f. to 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.
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- 4.2. 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.
  - 4.3. 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.
  - 4.4. The Operator shall ensure that barbecues and other outdoor activities are carried out in a safe and considerate manner. Barbecues shall be kept a minimum of 3.0 metres away from any building when in use.
  - 4.5. 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 unless the signage is directly related to protecting the health of Residents, visitors and staff of the Supportive Recovery Home.
  - 4.6. The Operator shall provide the City, the Surrey Fire Service and other emergency services with a current 24-hour, seven (7) day a week emergency contact telephone number.
  - 4.7. Each Operator upon request, and no more than 4 times per calendar year, shall provide for every Resident in the preceding month; the date that they arrived, the date that they departed (if applicable), their year of birth, their city of birth, their city of residence prior to entering the Supportive Recovery Home (if applicable) and indicate if they have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at the Supportive Recovery Home.
  - 4.8. The City, using the data provided in Section 4.7 may prepare various metrics, including:
    - (a) Average Residents' duration of stay;
    - (b) Average age of Residents;
    - (c) % of Residents born in Surrey;
    - (d) % of Residents who last resided in Surrey;
    - (e) % of Residents who last resided in the lower mainland (excluding Surrey);
    - (f) % of Residents who last resided outside of the lower mainland;
    - (g) % of Residents of no fixed address;
    - (h) % of Residents who last resided in Surrey that have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at a Supportive Recovery Home in Surrey; and
    - (i) % of Residents who last resided outside of Surrey that have conditions related to their conditional release, bail, and/or judicial interim release that require them to stay at a Supportive Recovery Home in Surrey.
  - 4.9. The Operator shall conduct a survey of every Resident using a survey form directed by the City and submit each survey to the City, or any other party as directed by the City, on the first Tuesday of March in each year or as otherwise directed by the City.
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## 5. Satisfying the *Community Care and Assisted Living Act* and the *Assisted Living Regulations*

- 5.1. The Operator covenants and agrees with the City:
    - 5.1.a. to operate the Supportive Recovery Home in accordance with the requirements of the *Community Care and Assisted Living Act* and the *Assisted Living Regulation*; and
    - 5.1.b. to be registered with the Assisted Living Registrar through the Term of this Agreement.
  - 5.2. The Operator shall ensure that each Resident enters into a residency agreement within 24-hours of occupying a residential premise in the Supportive Recovery Home. The residency agreement shall include all of the applicable content set out in Schedule C of the *Assisted Living Regulation* and require that every Resident, as a condition of residency:
    - a) may not possess, hold, store, trade, barter, sell, buy or use any alcohol or any controlled substance regulated under the *Controlled Drugs and Substances Act* of Canada anywhere within or on the premises of the Supportive Recovery Home;
    - b) must not carry out or be involved in any criminal activities, either on or off the Supportive Recovery Home premises, while in residence;
    - c) must be considerate of other Residents, visitors and staff of the Supportive Recovery Home and of neighbouring premises;
    - d) must respect the prescribed visiting hours;
    - e) must agree that information relating to any incident of criminal or unlawful conduct which is investigated by the Surrey RCMP may be disclosed to officials of the City in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*;
    - f) 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 11:00 p.m. and 7:00 a.m., daily; and
    - g) not be required to provide a security deposit.
  - 5.3. The Operator shall ensure that each Resident has a short-term Service Plan within 72-hours of occupying a residential premise the Supportive Recovery Home that includes all of the applicable content set out in Section 32 of the *Assisted Living Regulation*.
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- 5.4. The Operator shall ensure that each Resident has a personal service plan within 7-days of occupying a residential premise the Supportive Recovery Home that includes all applicable content set out in Schedule D of the *Assisted Living Regulation*.
- 5.5. The Operator shall ensure that each Resident has a transition plan within 24-hours of occupying a residential premise the Supportive Recovery Home that includes all the applicable content set out in Section 45 of the *Assisted Living Regulation*.

## 6. Termination

- 6.1. The City may, on 60 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 60-days prior written notice to the City and the Owner, terminate this Agreement.
- 6.3. 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.
- 6.4. Should the Lands cease being used as a Supportive Recovery Home, the City, will 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 Operator hereby covenants with the City pursuant to Section 219(6) of the Land Title Act, that the Owner and Operator shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or
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default of any covenants or agreements on the part of the Owner or Operator contained in this Agreement, or arising out of, or in connection with, any personal injury, death, or damage to the Lands, or to any building, improvement, or structure, including the contents of any of them, built, constructed or placed on the Lands.

- 7.2. The Owner and Operator do hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner or Operator may have against the City and City Personnel for and by reason of any personal injury, death, damage to the Lands, economic loss, costs and liabilities which the Owner or Operator now has as a result of not adhering to this Agreement.
- 7.3. Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees that the indemnity and release in Sections 7.1 and 7.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

## 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 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.
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## 9. Mutual Covenants and Agreements

- 9.1. Where the Owner or Operator consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations and the Operator's obligations under this Agreement.
  - 9.2. This Agreement or any of the rights conferred by this Agreement upon:
    - (a) the City may be assigned in whole or in part by the City without the consent of the Owner or Operator;
    - (b) the Operator may be assigned in whole or in part by the Operator with consent of the City, such consent may unreasonably withheld; and
    - (c) the Owner may be assigned in whole or in part by the Owner with the consent of the City acting reasonably.
  - 9.3. Nothing contained or implied herein will derogate from the obligations of the Owner or Operator under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, and all amendments from time to time, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
  - 9.4. The Owner and Operator and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or the Operator or any mortgagee of the Owner or Operator, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
  - 9.5. The Owner and the Operator agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
  - 9.6. The Owner and the Operator acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
  - 9.7. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner and the Operator acknowledges that specific performance,
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injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner or the Operator under this Agreement.

- 9.8. In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 9.9. All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 9.10. The word “including”, when following any general statement, term, or matter, is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following, or to similar items; rather, such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- 9.11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 9.12. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- 9.13. Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.
- 9.14. The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement including acts necessary to effect an assignment pursuant to Section 9.2.
- 9.15. This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 9.16. This Agreement represents the entire agreement between the City and the Owner and the Operator regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

Agreed:

---

City

Owner

Operator

Signature:

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Position:

\_\_\_\_\_

**Proposed Amendments to  
Business License By-law, 1999, No. 13680 Alcohol and Drug Recovery Houses**

The following amendments are proposed to *Business License By-law, 1999, No. 13680*, as amended:

Between the definitions of “Hotel” and “Ice Cream Vendor”, insert the following new definition:

“Housing Agreement means an agreement between the City of Surrey and the operator of an alcohol and drug recovery house, as authorized by separate bylaw.”

Section 39 be further amended, by adding the following:

- (5) Every operator of an alcohol and drug recovery house must complete a Housing Agreement with the City as a condition precedent to the renewal of an existing business license.
  - (6) Every applicant for an alcohol and drug recovery house must complete a Housing Agreement with the City as a condition precedent to the issuance of a new business license.
-



## CORPORATE REPORT

NO: **R104**

COUNCIL DATE: **June 29, 2020**

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### 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**

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### 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](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
<b>Surrey</b>	<b>56</b>	<b>396</b>	<b>62.90%</b>	<b>49.00%</b>
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 Westminister	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 recommend 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.

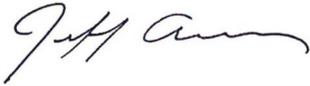
### SUSTAINABILITY CONSIDERATIONS

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

***\*Appendices available upon request***

January 14, 2021

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

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

**Re: A Housing Agreement for Surrey's Supportive Recovery Homes**

The Working Group assembled to support the development of a housing agreement for Surrey's Supportive Recovery Homes is comprised of professionals with significant experience in supporting individuals on their path to recovery and in helping to improve recovery models and regulations in British Columbia.

The Working Group understands that the experience and ability of Supportive Recovery Home Operators in Surrey varies, and as such the quality of care provided to the residents of these homes may unfortunately vary as well.

The Working Group is pleased to provide this letter of support for the proposed Housing Agreement as the proposed Housing Agreement addresses the comments and concerns we have provided to staff. The Working Group believes the proposed Housing Agreement is a positive step in helping to improve the quality of care provided to the residents in less experienced Supportive Recovery Homes in Surrey.

The Working Group expects though that not all property owners will agree to execute a Housing Agreement. As such, the Working Group requests that the City complete the Housing Agreement with existing Operators should the property owner not agree to execute the Housing Agreement. The Working Group recommends though that any new Supportive Recovery Home require that the property owner execute the Housing Agreement.

The Working Group would be pleased to again offer its experience with the development of any further policies for Supportive Recovery Homes in Surrey.

Yours truly,



Susan Sanderson  
Executive Director,  
Realistic Success Recovery Society



Dr. Carson McPherson  
Managing Director,  
Cedars Cobble Hill and Acorn Recovery



Brenda Plant  
Executive Director, Turning Point Recovery  
Chair, BC Addiction Recovery Association



Keir Macdonald  
Chief Executive Officer,  
Phoenix Society