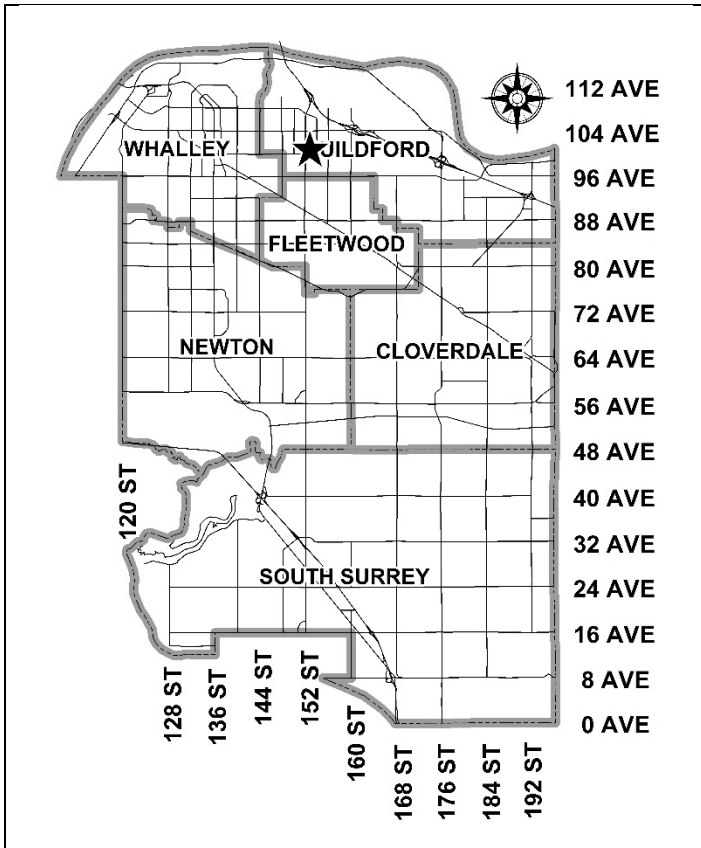


City of Surrey  
**ADDITIONAL PLANNING COMMENTS**

Application No.: 7919-0132-00

Planning Report Date: May 31, 2021



**PROPOSAL:**

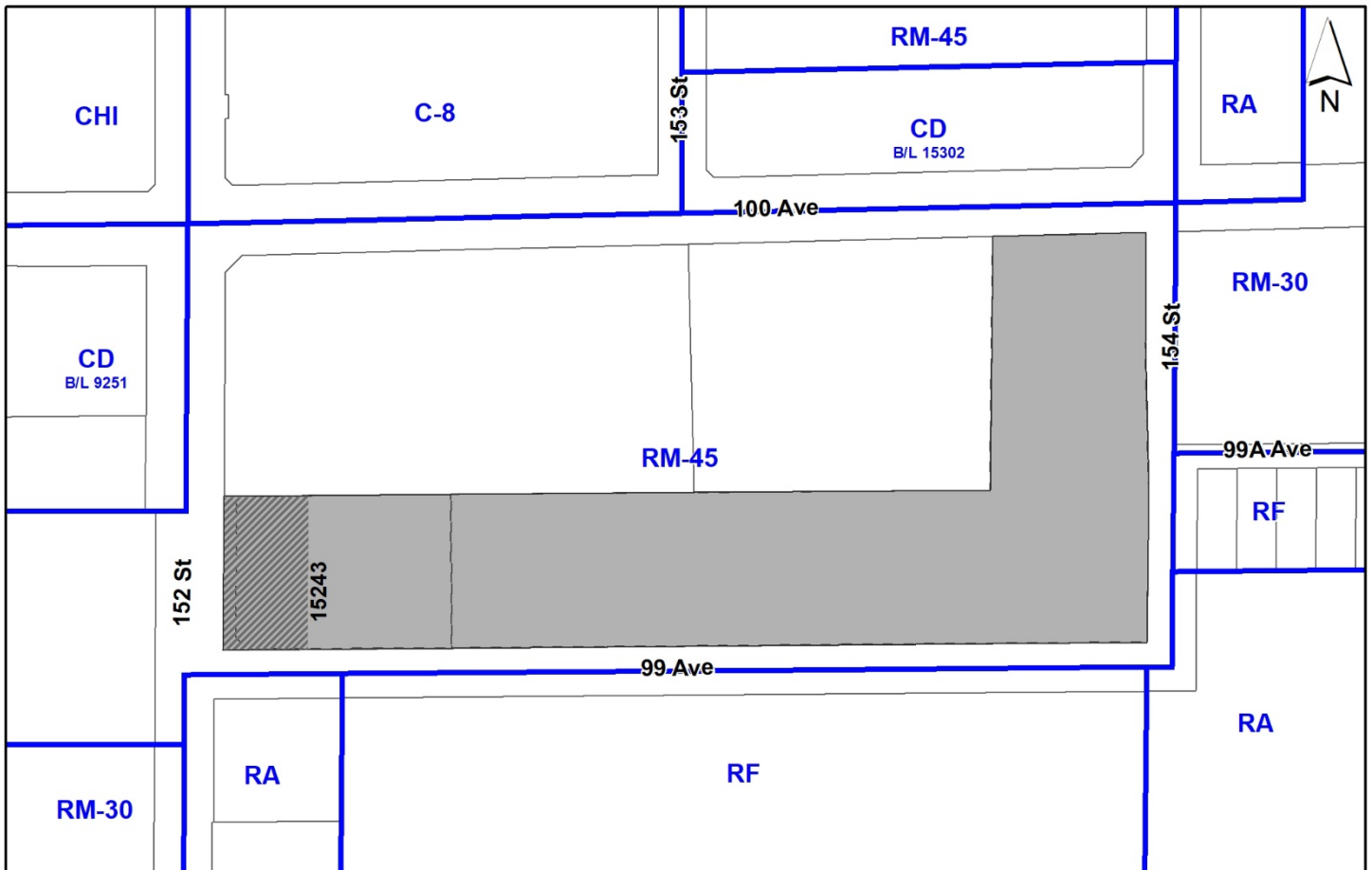
- **Housing Agreement**

to replace an existing Housing Agreement and increase the percentage of affordable rental units within a new Housing Agreement that will regulate the tenure of 85 rental dwelling units in a proposed 4-storey apartment building.

**LOCATION:** 15243 - 99 Avenue

**ZONING:** RM-45

**OCP DESIGNATION:** Multiple Residential



## RECOMMENDATION SUMMARY

- Council file Housing Agreement Authorization Bylaw No. 20173.
- A Bylaw be introduced to enter into a new Housing Agreement and the Bylaw be given First, Second and Third Reading.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

## RATIONALE OF RECOMMENDATION

- At the Regular Council – Public Hearing Meeting on May 4, 2020, Council granted Third Reading to Housing Agreement Authorization Bylaw No. 20051, as part of a proposal to rezone 15243 – 99 Avenue (Development Application No. 7919-0132-00). The rezoning is intended to accommodate 85 rental units in a proposed 4-storey apartment building on the westerly portion of the subject site. The rental tenure is to be secured by a Housing Agreement with Metro Vancouver Housing Corporation (MVHC), for a period of no less than twenty (20) years.
- At the Regular Council – Land-Use Meeting on September 14, 2020, Council granted Third Reading to an amended Housing Agreement Authorization Bylaw (Bylaw No. 20173). MVHC requested the amendment in order to modify the definition of "Affordable Rental Housing" to better reflect the intent of the agreement and commitments made between the applicant and the City of Surrey.
- The applicant is proposing to further amend the Housing Agreement in order to modify the current definition of "Affordable Rental Housing" as well as increase the percentage of dwelling units offered as Affordable Rental Housing (Appendix II). The applicant indicated the proposed changes will allow MVHC to take advantage of several Development Cost Charge (DCC) waiver opportunities, thereby making the redevelopment proposal more economically feasible. MVHC confirmed no additional changes are proposed to the Housing Agreement Authorization Bylaw that was granted Third Reading by Council on September 14, 2020.
- Staff recommend that the previous Housing Agreement Authorization Bylaw (Bylaw No. 20173) be filed, and a new Housing Agreement Authorization Bylaw be introduced and granted First, Second and Third Reading.
- The updated Housing Agreement Authorization Bylaw will be brought forward for Final Adoption concurrently with the Rezoning Bylaw (No. 20052) when all conditions associated with the rezoning are fulfilled.



## RECOMMENDATION

The Planning & Development Department recommends that:

1. Council file Metro Vancouver Housing Corporation Housing Agreement Authorization Bylaw, 2020, No. 20173.
2. A Bylaw be introduced to enter into a new Housing Agreement and the Bylaw be given First, Second and Third Reading.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- At the May 4, 2020 Regular Council – Public Hearing Meeting, Council granted Third Reading to Housing Agreement Authorization Bylaw No. 20051. The Housing Agreement Authorization Bylaw is intended to regulate the rental tenure of the 85 dwelling units in the proposed 4-storey apartment building on the western portion of the subject site that the applicant is proposing to construct under Development Application No. 7919-0132-00.
- The rental tenure of the 85 proposed dwelling units will include a combination of affordable rental housing and market rental housing with the dwelling units secured through a Housing Agreement between the City of Surrey and Metro Vancouver Housing Corporation (MVHC) for a period of no less than twenty (20) years.
- The original Housing Agreement Authorization Bylaw (No. 20051) which received Third Reading on May 4, 2020 included the following definition of "Affordable Rental Housing":
  - "Affordable Rental Housing" means Rental Housing that is rented at a rental rate that is equal to or less than 5% of the Market Rental Rate."
- In addition, Housing Agreement Authorization Bylaw No. 20051 stipulated that only five percent (5%) of the total 85 rental units would be offered as Affordable Rental Housing.
- Following the Council meeting, the applicant requested a minor change to the definition of "Affordable Rental Housing" in the Housing Agreement in order to better reflect the intent of the agreement and commitments made between the applicant and the City of Surrey.
- The applicant proposed the following changes to the definition of "Affordable Rental Housing" in the Housing Agreement:
  - "Affordable Rental Housing" means Rental Housing that is rented at a rental rate that is Market Rental discounted by 5%."
- The total number of rental units offered as "Affordable Rental Housing" remained unchanged at five percent (5%), as part of the proposed amendment to the original Housing Agreement.



## CONCLUSION

- The applicant (Metro Vancouver Housing Corporation) remains committed to providing a high level of affordability on the subject site. In addition, the existing rental housing units on-site will be replaced at a higher than 1:1 replacement ratio and all units will be offered at below market rates.
- As such, staff support the proposed amendments to the Housing Agreement Authorization Bylaw which include modifying the definition of "Affordable Rental Housing" as well as the increase in the percentage of rental units offered as Affordable Rental Housing from five percent (5%) to thirty percent (30%) in the attached updated Housing Agreement (Appendix II).
- The changes will continue to ensure that affordable housing options are available within the community and meet the City's commitment to supporting developments that include an affordable rental housing component.

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Site Plan
Appendix II.	Proposed Housing Agreement
Appendix III.	Additional Planning Comments Report, dated September 14, 2020
Appendix IV.	Initial Planning Report No. 7919-0132-00, dated April 20, 2020

*approved by Ron Gill*

Jean Lamontagne  
General Manager  
Planning and Development

MRJ/cm

**DEVELOPMENT PERMIT**

REVISIONS

No.	DATE	DESCRIPTION
A	05 Feb 2020	Submission for ADP
B	31 Mar 2020	Development Permit
C	20 Aug 2020	Development Permit Resubmission
D	21 Sep 2020	Development Permit Resubmission
E	10 Feb 2021	Development Permit Resubmission
F	23 Mar 2021	Development Permit Resubmission
G	09 May 2021	Development Permit Resubmission

SHEET TITLE

**PROPOSED SITE PLAN - FUTURE**



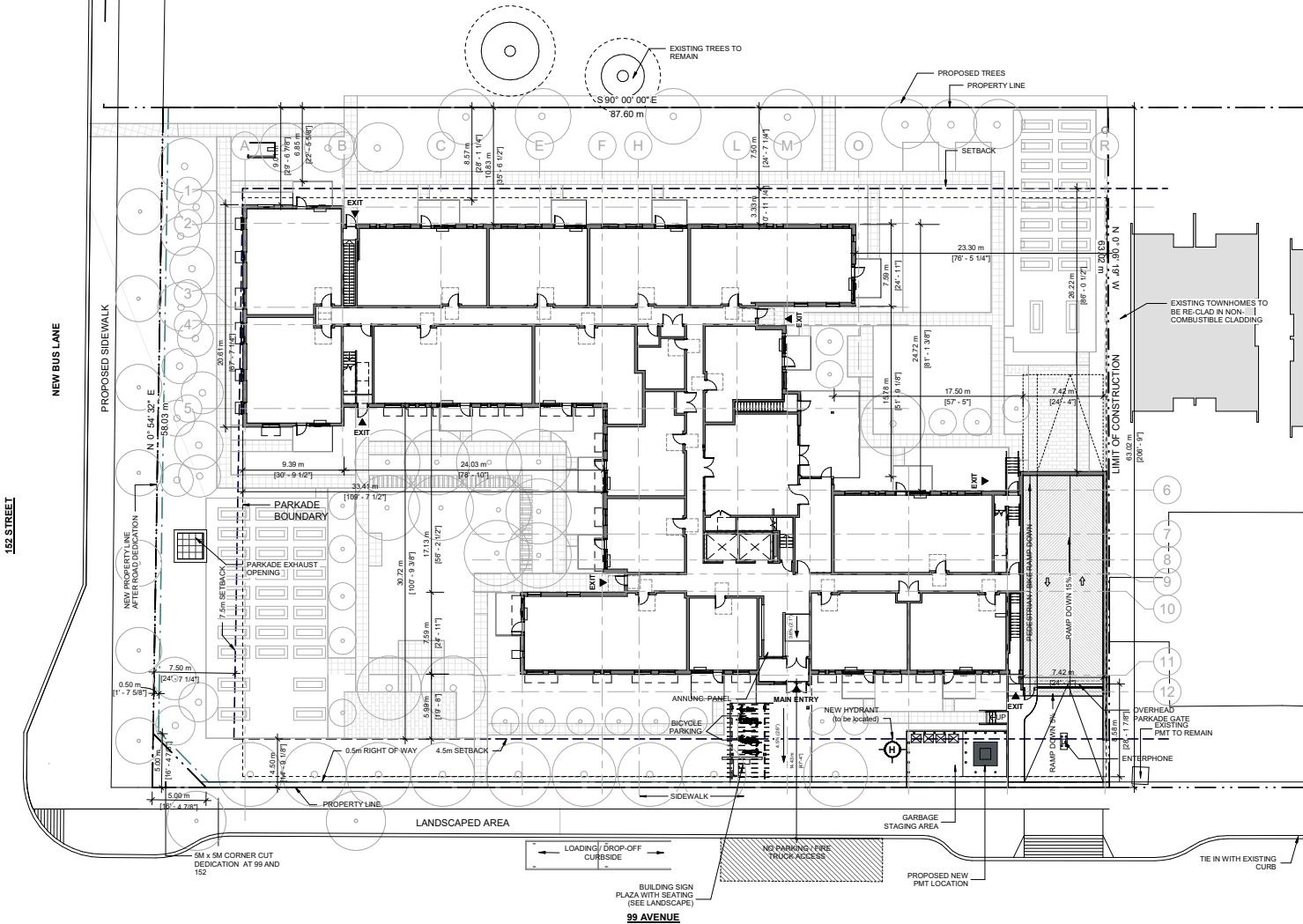
SHEET NUMBER

**DP 109**

ISSUE DATE

09 MAY 2021

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**1** PROPOSED SITE PLAN - FUTURE  
1 : 200



**HOUSING AGREEMENT**  
(Section 483, *Local Government Act*)

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2020

AMONG:

**METRO VANCOUVER HOUSING CORPORATION**, a  
British Columbia corporation having its offices at 4730  
Kingsway, Burnaby, B.C. V5H 0C6

(the “**Owner**”)

AND:

**CITY OF SURREY**, a municipal corporation having its  
offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Owner submitted an application to the City to rezone the Lands (the “**Rezoning Application**”) from RM-45 (Multiple Residential 45 Zone) to CD (Comprehensive Development Zone) based on the current RM-45 Zone (Multiple Residential 45 Zone) to permit a development on the Lands consisting of one 4-storey building on the Lands (the “**Building**”) containing approximately 85 residential apartment dwelling units ( the “**Rental Units**”) and amenity space all constructed over an underground parkade (the “**Parkade**”), collectively the “**Development**”, together with related improvements;
- C. The Owner must make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to section 483 of the *Local Government Act* to ensure that, during the Term:
  - a. not less than thirty percent (30%) of the Rental Units (the “**Affordable Rental Units**”) are used only for Affordable Rental Housing;
  - b. the remainder of the Rental Units (being all of the Rental Units other than the Affordable Rental Units) (the “**Market Rental Units**”) are used only for Market Rental Housing;
- D. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements; and
- E. As a condition of the Rezoning By-law (as hereinafter defined) to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions

- (a) “**Affordable Rental Housing**” means Rental Housing in which at least thirty percent (30%) of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission, or equivalent publication;
- (b) “**Affordable Rental Units**” has the meaning given to it in Recital C;
- (c) “**Agreement**” means this Housing Agreement;
- (d) “**Arbitration Act**” means the *Arbitration Act*, R.S.B.C. 1996, c. 55 (formerly, the *Commercial Arbitration Act*), as amended, replaced, restated, or re-enacted from time to time;
- (e) “**Building**” has the meaning given to it in Recital B;
- (f) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (g) “**Commencement Date**” means the date that is the first day of the month after an Occupancy Permit has been issued by the City for the Building;
- (h) “**Development**” means the development of the Lands described in Recital B in accordance with the Development Permit;
- (i) “**Development Permit**” means the development permit issued by the City authorizing the Development on the Lands, as amended from time to time;
- (j) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (k) “**Lands**” means the lands and premises legally described as:
  - PID: 007-797-991
  - Legal Description: Block A, Lot 212 Section 33 Block 5 North
  - Range 1 West New Westminster District Plan 60058
- (l) “**Land Title Office**” means the New Westminster Land Title Office;
- (m) “**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;

- (n) “**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;
- (o) “**Market Rental Rate**” means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
- (p) “**Market Rental Housing**” means Rental Housing that is rented at market rates, as the same may be determined from time to time by the Owner;
- (q) “**Market Rental Units**” has the meaning given to it in Recital C;
- (r) “**Notice**” has the meaning given to it in Section 2.02;
- (s) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
- (t) “**Owner**” has the meaning ascribed to it on the first page 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;
- (u) “**Parkade**” has the meaning given to it in Recital B;
- (v) “**Rental Housing**” means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) “**Rental Units**” has the meaning given to it in Recital B;
- (x) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (y) “**Rezoning Application**” has the meaning given to it in Recital B;
- (z) “**Rezoning By-law**” means the City of Surrey Zoning Amendment Bylaw No. 20052 enacted as a result of the Rezoning Application;
- (aa) “**Term**” has the meaning ascribed thereto in Section 2.01;
- (bb) “**Zoning By-law**” means the City’s Zoning By-law 12000, as amended, replaced, or replaced from time to time.

## **ARTICLE II. TERM AND NOTICE**

### **Section 2.01 Term**

The term (the “**Term**”) of this Agreement will commence on the Commencement Date and will end on the earlier of: (i) the date that is twenty (20) years from the date when an Occupancy Permit is issued for the originally constructed Rental Units; and (ii) the time when the Owner, acting reasonably, determines, that it is not economical to repair or restore the Building or to keep and maintain the Building in a tenable condition to the standard required by this Agreement, and in such event, the City will abandon, surrender, and release the Owner from this Agreement and, at the Owner’s expense, cause the Notice to be removed from the title to the Lands.

This Agreement will automatically terminate at the end of the Term and the City will execute, in registrable form and deliver to the Owner for filing in the applicable land titles office, a discharge of this Agreement and the Notice from title to the Lands at such time.

### **Section 2.02 Notice of Housing Agreement**

The Owner acknowledges that the City may file in the Land Title Office on title to the Lands a notice (the “**Notice**”) of this Agreement and any amendments made thereto from time to time in accordance with Section 5.07.

## **ARTICLE III. RESTRICTIONS ON AND CONDITIONS OF USE**

### **Section 3.01 Owner’s Covenants**

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Rental Units, will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) not less than thirty percent (30%) of the Rental Units (being not less than 26 Rental Units) will be used, at all times, only as Affordable Rental Housing;
- (c) the Market Rental Units will be used only as Market Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (d) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Rental Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) the Owner will insure, or cause to be insured, the Building, and all parts thereof to the full replacement cost against perils normally insured against in the City by reasonable and prudent owners of similar buildings and lands. Notwithstanding



the foregoing, the Owner shall be permitted to self-insure and provide the City with confirmation of same;

- (f) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Rental Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to the Rental Units; and
- (g) during the Term, the Owner will not demolish the Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City, acting reasonably.

#### **ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES**

##### **Section 4.01 Indemnity**

The Owner will and does hereby indemnify and save harmless the City and the City Personnel 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 Owner to comply with the terms and conditions of this Agreement, except to the extent that any such claims, demands, actions, damages, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.02 Release**

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 the City Personnel 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, except to the extent that any such claims, demands, actions, damages, economic losses, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.03 Remedies**

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City, provided that if as a result of the nature of the default the Owner is unable to rectify such default within this time period, the time period shall be extended for such period of the delay as may

- be reasonable in the circumstances as determined by the Owner, provided the Owner is diligently proceeding to rectify the default;
- (b) if the Owner fails to take such positive action as the City considers necessary, acting reasonably, to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
  - (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

#### **Section 4.04 Survival of Release and Indemnity**

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise, provided that following the expiration of the Term the release and indemnity shall lapse except in respect of any claims, notice of which is provided to the Owner prior to such expiration as a result of a breach by the Owner occurring during the Term.

### **ARTICLE V. GENERAL PROVISIONS**

#### **Section 5.01 Interpretation.**

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this "Agreement" and the words "hereof", "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

### **Section 5.02 Records**

The Owner will keep accurate records pertaining to the use and occupancy of the Rental Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection. The City will comply with the Owner's statutory obligations and internal privacy policies with respect to privacy of such information, and will indemnify and save harmless the Owner 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 City or the City Personnel to comply with the such statutory obligations or privacy policies with respect to privacy of such information.

### **Section 5.03 Legislation.**

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

### **Section 5.04 Time.**

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time.

### **Section 5.05 No Effect on Rights.**

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

### **Section 5.06 Benefit of City.**

The City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

### **Section 5.07 Agreement Runs with the Lands.**

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner

and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

**Section 5.08 Limitation on Owner's Obligations.**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered and/or beneficial owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered nor beneficial owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered and/or beneficial owner of the Lands or such portions thereof, as the case may be.

**Section 5.09 Partial Discharge.**

The Owner and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Rental Units and not to the Parkade or any common property or amenity building in the Development. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plan pursuant to the *Strata Property Act* (British Columbia)) that creates a separate legal parcel or parcels for any of the Parkade or any common property in the Development, or as a result of the subdivision of the Lands to create a separate legal parcel for the site of the Development, the City will execute in registrable form and deliver to the Owner for filing in the applicable land title office, a discharge of this Agreement and the Notice from title to the parcel so created that does not include any of the Rental Units or any portion thereof.

**Section 5.10 Enurement.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**Section 5.11 Further Assurances.**

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**Section 5.12 Governing Law.**

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.

**Section 5.13 Severability.**

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**Section 5.14 Waiver.**

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

**Section 5.15 No Fiduciary Relationship.**

Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

**Section 5.16 Joint and Several.**

[Intentionally deleted.]

**Section 5.17 Survival.**

[Intentionally deleted.]

**Section 5.18 Notice.**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**Section 5.19 Owner's Representations and Warranties.**

The Owner represents and warrants to and covenants and agrees with the City that:

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;
- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**Section 5.20 Counterparts.**

This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C – General Instrument to which this Agreement is attached as of the date first written above.

**METRO VANCOUVER HOUSING CORPORATION**, by its authorized signatory:

**CITY OF SURREY**, by its authorized signatories:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

City of Surrey  
**ADDITIONAL PLANNING COMMENTS**

Application No.: 7919-0132-00

Planning Report Date: September 14, 2020

**PROPOSAL:**

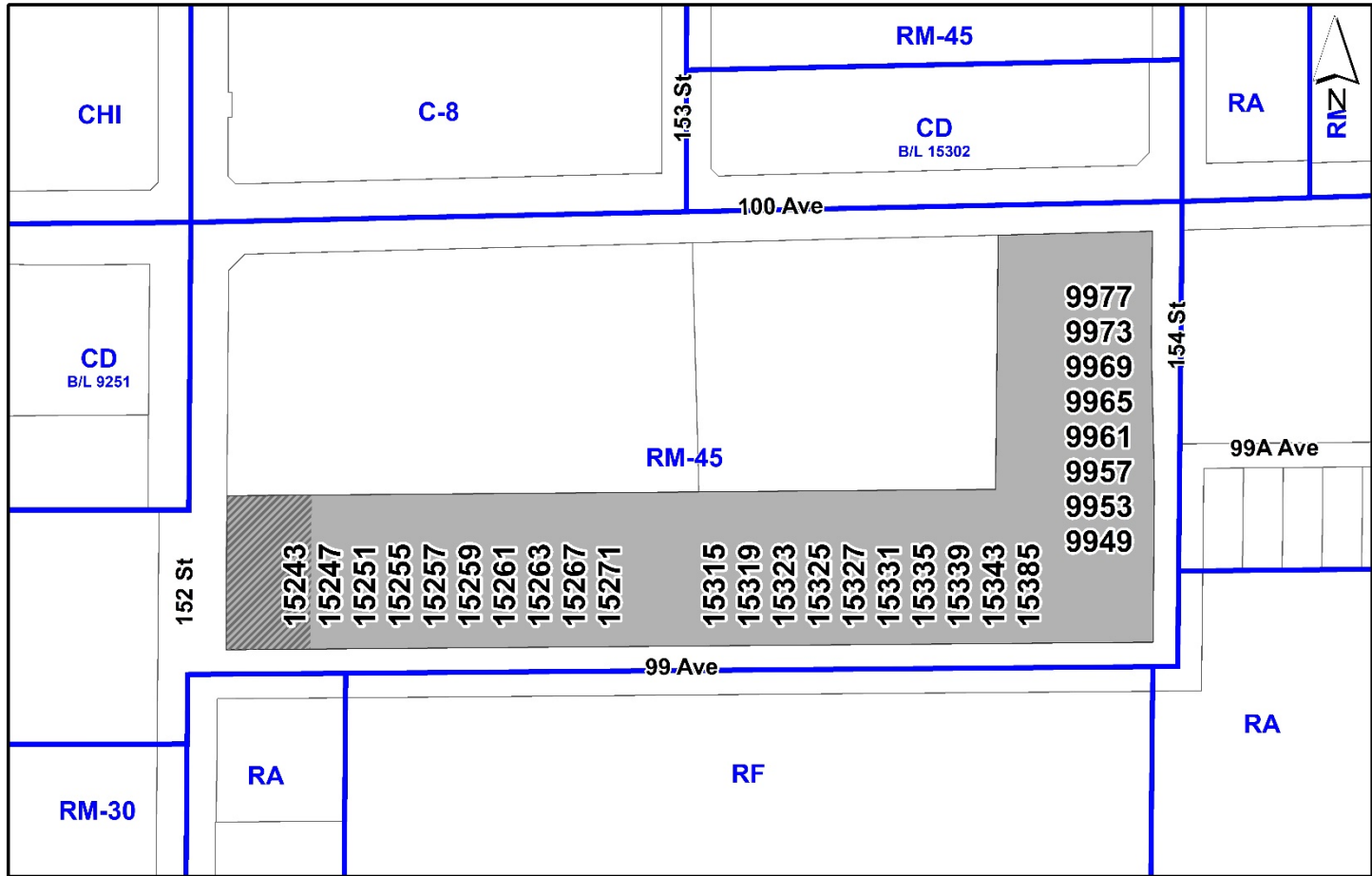
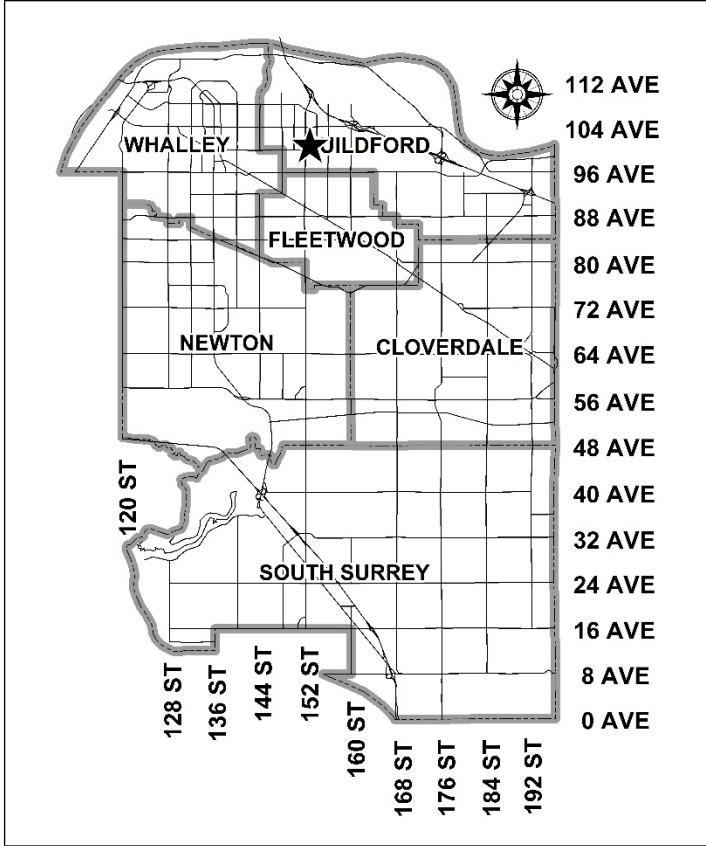
- **Housing Agreement**

to regulate the tenure of 85 rental dwelling units in a proposed 4-storey apartment building.

**LOCATION:** 15243 – 99 Avenue

**ZONING:** RM-45

**OCP DESIGNATION:** Multiple Residential



## RECOMMENDATION SUMMARY

- Council file Housing Agreement By-law No. 20051.
- A By-law be introduced authorizing Council to enter into a new Housing Agreement and the By-law be given First, Second and Third Reading.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

## RATIONALE OF RECOMMENDATION

- At the Regular Council – Public Hearing Meeting on May 4, 2020, Council granted Third Reading to CD By-law No. 20052 as part of a rezoning application at 15243 – 99 Avenue (Development Application No. 7919-0132-00). The Rezoning is intended to accommodate 85 rental dwelling units in a proposed 4-storey apartment building on the westerly portion of the site. The rental tenure of the 85 dwelling units is to be secured by a Housing Agreement with Metro Vancouver Housing Corporation (MVHC) for a period no less than 20 years. The Housing Agreement By-law No. 20051 was granted Third Reading by Council at the April 20, 2020 Regular Council – Land Use Meeting.
- The rental units will be offered at below-market rental rates as follows:
  - Thirty percent (30%) of units are provided at Rent-Geared-to-Income rates whereby the rent is not greater than 30% of the tenant's gross household income; and
  - Seventy percent (70%) of units are provided at Low-End-of-Market rates which is approximately 10% to 20% below current market rental rates.
- Following the Council meeting, the applicant requested a minor change to the definition of "Affordable Rental Housing" in the Housing Agreement in order to better reflect the intent of the agreement and commitments made between the applicant and the City of Surrey. No further modifications are proposed to the Housing Agreement that was originally presented to Council on April 20, 2020.
- Staff recommend that the previous Housing Agreement Authorization By-law (No. 20051) be filed and a new Housing Agreement By-law be introduced and granted First, Second and Third Reading.
- The Housing Agreement By-law will be brought forward for Final Adoption concurrently with the Rezoning By-law (No. 20052) when all conditions associated with the rezoning are fulfilled.



## RECOMMENDATION

The Planning & Development Department recommends that:

1. Council file Metro Vancouver Housing Corporation Housing Agreement Authorization Bylaw, 2020, No. 20051.
2. A By-law be introduced authorizing Council to enter into a new Housing Agreement and the By-law be given First, Second and Third Reading.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- At the May 4, 2020 Regular Council – Public Hearing Meeting, Council granted Third Reading to the Rezoning By-law associated with Development Application No. 7919-0132-00 which proposes to rezone the westerly portion of the subject site from "Multiple Residential 45 Zone (RM-45)" to "Comprehensive Development Zone (CD)" (By-law No. 20052) in order to allow for the development of a 4-storey apartment building with 85 market rental units.
- The rental units will be offered at below-market rental rates as follows:
  - Thirty percent (30%) of units are provided at Rent-Geared-to-Income rates whereby the rent is not greater than 30% of the tenant's gross household income; and
  - Seventy percent (70%) of units are provided at Low-End-of-Market rates which is approximately 10% to 20% below current market rental rates.
- The affordable rental tenure of the 85 dwelling units is to be secured by a Housing Agreement with Metro Vancouver Housing Corporation (MVHC) for a period no less than 20 years. The Housing Agreement By-law No. 20051 was granted Third Reading by Council at the April 20, 2020 Regular Council – Land Use Meeting.
- The proposed Housing Agreement could be brought forward for Final Adoption concurrently with the Rezoning By-law (No. 20052) when all conditions associated with the rezoning have been fulfilled.

### Proposed Housing Agreement Amendment

- As part of Development Application No. 7919-0132-00, Council granted Third Reading to the Housing Agreement Authorization By-law (No. 20051) at the Regular Council – Land-Use Meeting on April 20, 2020.
- Following the Council meeting, the applicant requested a minor change to the definition of "Affordable Rental Housing" in the Housing Agreement in order to better reflect the intent of the agreement and commitments made between the applicant and the City of Surrey.



**INFORMATION ATTACHED TO THIS REPORT**

The following information is attached to this Report:

- Appendix I. Site Plan
- Appendix II. Proposed Housing Agreement
- Appendix III. Initial Planning Report No. 7919-0132-00, dated April 20, 2020

*approved by Ron Gill*

Jean Lamontagne  
General Manager  
Planning and Development

MRJ/cm

CONTRACT

PROJECT  
**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00  
89818

OWNER

**METRO VANCOUVER HOUSING CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH  
PRINCIPAL  
PM  
PROJECT MANAGER  
SC  
PROJECT ARCHITECT  
Author  
DRAWN BY  
Checker  
CHECKED BY

DRAWING SET DESCRIPTION

**DEVELOPMENT PERMIT**

No	DATE	DESCRIPTION
A	05 Feb 2020	Submission for ADP
B	31 Mar 2020	Development Permit Resubmission

SHEET TITLE

**PROPOSED SITE PLAN - FUTURE**



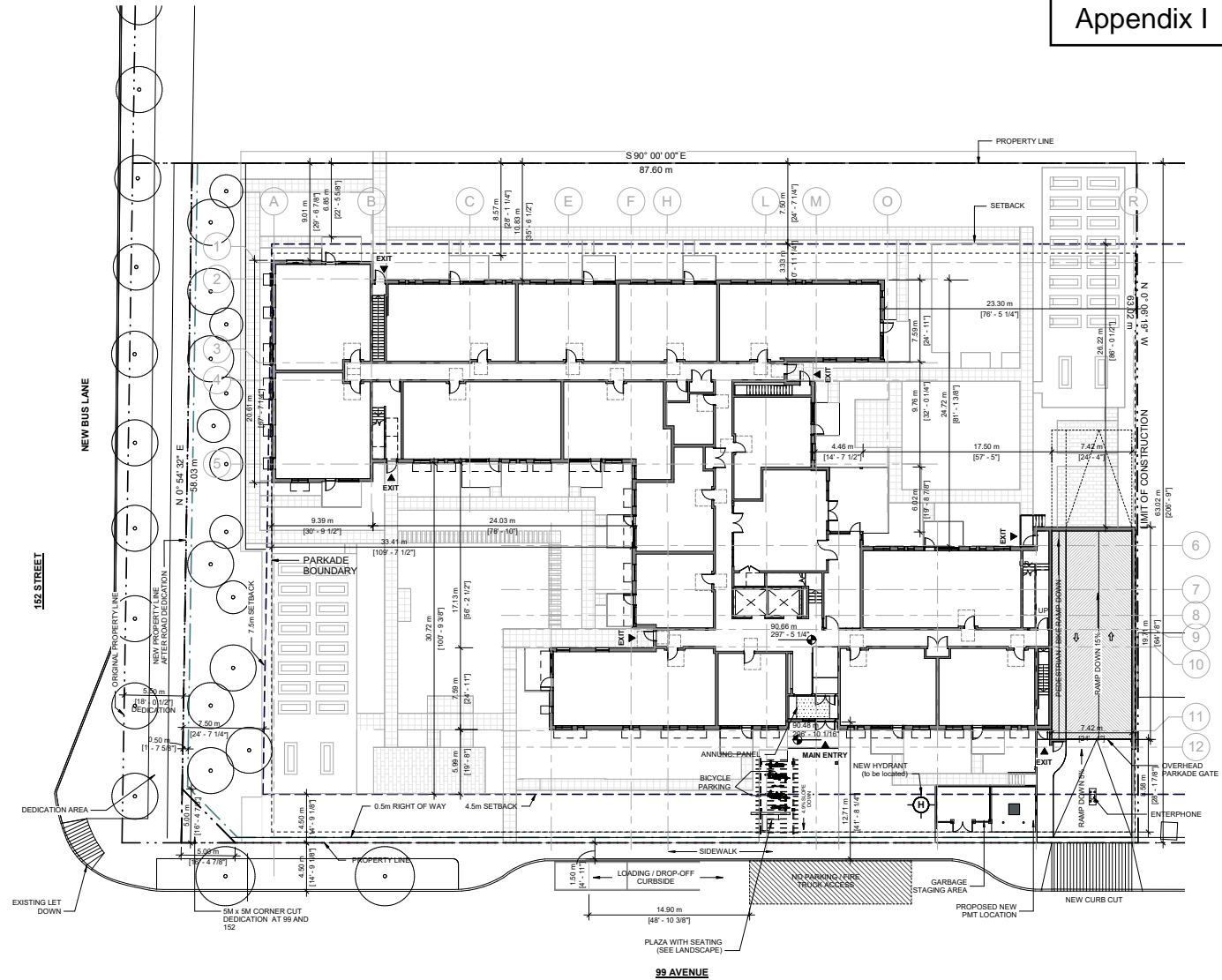
SHEET NUMBER

**DP 109**

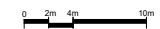
ISSUE DATE

31 MARCH 2020

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1 PROPOSED SITE PLAN - FUTURE  
1: 200



**HOUSING AGREEMENT**  
(Section 483, *Local Government Act*)

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2020

AMONG:

**METRO VANCOUVER HOUSING CORPORATION**, a  
British Columbia corporation having its offices at 4730  
Kingsway, Burnaby, B.C. V5H 0C6

(the “**Owner**”)

AND:

**CITY OF SURREY**, a municipal corporation having its  
offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Owner submitted an application to the City to rezone the Lands (the “**Rezoning Application**”) from RM-45 (Multiple Residential 45 Zone) to CD (Comprehensive Development Zone) based on the current RM-45 Zone (Multiple Residential 45 Zone) to permit a development on the Lands consisting of one 4-storey building on the Lands (the “**Building**”) containing approximately 85 residential apartment dwelling units ( the “**Rental Units**”) and amenity space all constructed over an underground parkade (the “**Parkade**”), collectively the “**Development**”, together with related improvements;
- C. The Owner must make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to section 483 of the *Local Government Act* to ensure that, during the Term:
  - a. not less than five percent (5%) of the Rental Units (the “**Affordable Rental Units**”) are used only for Affordable Rental Housing;
  - b. the remainder of the Rental Units (being all of the Rental Units other than the Affordable Rental Units) (the “**Market Rental Units**”) are used only for Market Rental Housing;
- D. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements; and
- E. As a condition of the Rezoning By-law (as hereinafter defined) to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions

- (a) “**Affordable Rental Housing**” means Rental Housing that is rented at a rental rate that is equal to or less than the Market Rental Rate discounted by 5%;
- (b) “**Affordable Rental Units**” has the meaning given to it in Recital C;
- (c) “**Agreement**” means this Housing Agreement;
- (d) “**Arbitration Act**” means the *Arbitration Act*, R.S.B.C. 1996, c. 55 (formerly, the *Commercial Arbitration Act*), as amended, replaced, restated, or re-enacted from time to time;
- (e) “**Building**” has the meaning given to it in Recital B;
- (f) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (g) “**Commencement Date**” means the date that is the first day of the month after an Occupancy Permit has been issued by the City for the Building;
- (h) “**Development**” means the development of the Lands described in Recital B in accordance with the Development Permit;
- (i) “**Development Permit**” means the development permit issued by the City authorizing the Development on the Lands, as amended from time to time;
- (j) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (k) “**Lands**” means the lands and premises legally described as:
  - PID: 007-797-991
  - Legal Description: Lot 212 Section 33 Block 5 North Range
  - 1 West New Westminster District Plan 60058
- (l) “**Land Title Office**” means the New Westminster Land Title Office;
- (m) “**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;
- (n) “**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;
- (o) “**Market Rental Rate**” means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
  - (p) “**Market Rental Housing**” means Rental Housing that is rented at market rates, as the same may be determined from time to time by the Owner;
  - (q) “**Market Rental Units**” has the meaning given to it in Recital C;
  - (r) “**Notice**” has the meaning given to it in Section 2.02;
  - (s) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
  - (t) “**Owner**” has the meaning ascribed to it on the first page 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;
  - (u) “**Parkade**” has the meaning given to it in Recital B;
  - (v) “**Rental Housing**” means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
  - (w) “**Rental Units**” has the meaning given to it in Recital B;
  - (x) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
  - (y) “**Rezoning Application**” has the meaning given to it in Recital B;
  - (z) “**Rezoning By-law**” means the City of Surrey Zoning Amendment Bylaw No. 20052 enacted as a result of the Rezoning Application;
  - (aa) “**Term**” has the meaning ascribed thereto in Section 2.01;
  - (bb) “**Zoning By-law**” means the City’s Zoning By-law 12000, as amended, replaced, or replaced from time to time.

## **ARTICLE II. TERM AND NOTICE**

### **Section 2.01 Term**

The term (the “**Term**”) of this Agreement will commence on the Commencement Date and will end on the earlier of: (i) the date that is twenty (20) years from the date when an Occupancy Permit is issued for the originally constructed Rental Units; and (ii) the time when the Owner, acting reasonably, determines, that it is not economical to repair or restore the Building or to keep and maintain the Building in a tenable condition to the standard required by this Agreement, and in such event, the City will abandon, surrender, and release the Owner from this Agreement and, at the Owner’s expense, cause the Notice to be removed from the title to the Lands.

This Agreement will automatically terminate at the end of the Term and the City will execute, in registrable form and deliver to the Owner for filing in the applicable land titles office, a discharge of this Agreement and the Notice from title to the Lands at such time.

### **Section 2.02 Notice of Housing Agreement**

The Owner acknowledges that the City may file in the Land Title Office on title to the Lands a notice (the “**Notice**”) of this Agreement and any amendments made thereto from time to time in accordance with Section 5.07.

## **ARTICLE III. RESTRICTIONS ON AND CONDITIONS OF USE**

### **Section 3.01 Owner’s Covenants**

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Rental Units, will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) not less than five percent (5%) of the Rental Units (being not less than 5 Rental Units) will be used, at all times, only as Affordable Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (c) the Market Rental Units will be used only as Market Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (d) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Rental Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) the Owner will insure, or cause to be insured, the Building, and all parts thereof to the full replacement cost against perils normally insured against in the City by



reasonable and prudent owners of similar buildings and lands. Notwithstanding the foregoing, the Owner shall be permitted to self-insure and provide the City with confirmation of same;

- (f) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Rental Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to the Rental Units; and
- (g) during the Term, the Owner will not demolish the Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City, acting reasonably.

#### **ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES**

##### **Section 4.01 Indemnity**

The Owner will and does hereby indemnify and save harmless the City and the City Personnel 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 Owner to comply with the terms and conditions of this Agreement, except to the extent that any such claims, demands, actions, damages, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.02 Release**

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 the City Personnel 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, except to the extent that any such claims, demands, actions, damages, economic losses, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.03 Remedies**

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City, provided that if as a result of the nature of the default the Owner is unable to rectify such default within this

- time period, the time period shall be extended for such period of the delay as may be reasonable in the circumstances as determined by the Owner, provided the Owner is diligently proceeding to rectify the default;
- (b) if the Owner fails to take such positive action as the City considers necessary, acting reasonably, to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
  - (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

#### **Section 4.04 Survival of Release and Indemnity**

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise, provided that following the expiration of the Term the release and indemnity shall lapse except in respect of any claims, notice of which is provided to the Owner prior to such expiration as a result of a breach by the Owner occurring during the Term.

### **ARTICLE V. GENERAL PROVISIONS**

#### **Section 5.01 Interpretation.**

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this "Agreement" and the words "hereof", "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

**Section 5.02 Records**

The Owner will keep accurate records pertaining to the use and occupancy of the Rental Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection. The City will comply with the Owner's statutory obligations and internal privacy policies with respect to privacy of such information, and will indemnify and save harmless the Owner 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 City or the City Personnel to comply with the such statutory obligations or privacy policies with respect to privacy of such information.

**Section 5.03 Legislation.**

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

**Section 5.04 Time.**

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time.

**Section 5.05 No Effect on Rights.**

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

**Section 5.06 Benefit of City.**

The City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

**Section 5.07 Agreement Runs with the Lands.**

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner

and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

**Section 5.08 Limitation on Owner's Obligations.**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered and/or beneficial owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered nor beneficial owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered and/or beneficial owner of the Lands or such portions thereof, as the case may be.

**Section 5.09 Partial Discharge.**

The Owner and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Rental Units and not to the Parkade or any common property or amenity building in the Development. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plan pursuant to the *Strata Property Act* (British Columbia)) that creates a separate legal parcel or parcels for any of the Parkade or any common property in the Development, or as a result of the subdivision of the Lands to create a separate legal parcel for the site of the Development, the City will execute in registrable form and deliver to the Owner for filing in the applicable land title office, a discharge of this Agreement and the Notice from title to the parcel so created that does not include any of the Rental Units or any portion thereof.

**Section 5.10 Enurement.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**Section 5.11 Further Assurances.**

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**Section 5.12 Governing Law.**

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.

**Section 5.13 Severability.**

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**Section 5.14 Waiver.**

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

**Section 5.15 No Fiduciary Relationship.**

Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

**Section 5.16 Joint and Several.**

[Intentionally deleted.]

**Section 5.17 Survival.**

[Intentionally deleted.]

**Section 5.18 Notice.**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**Section 5.19 Owner's Representations and Warranties.**

The Owner represents and warrants to and covenants and agrees with the City that:

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;
- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**Section 5.20 Counterparts.**

This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C – General Instrument to which this Agreement is attached as of the date first written above.

**METRO VANCOUVER HOUSING CORPORATION**, by its authorized signatory:

**CITY OF SURREY**, by its authorized signatories:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

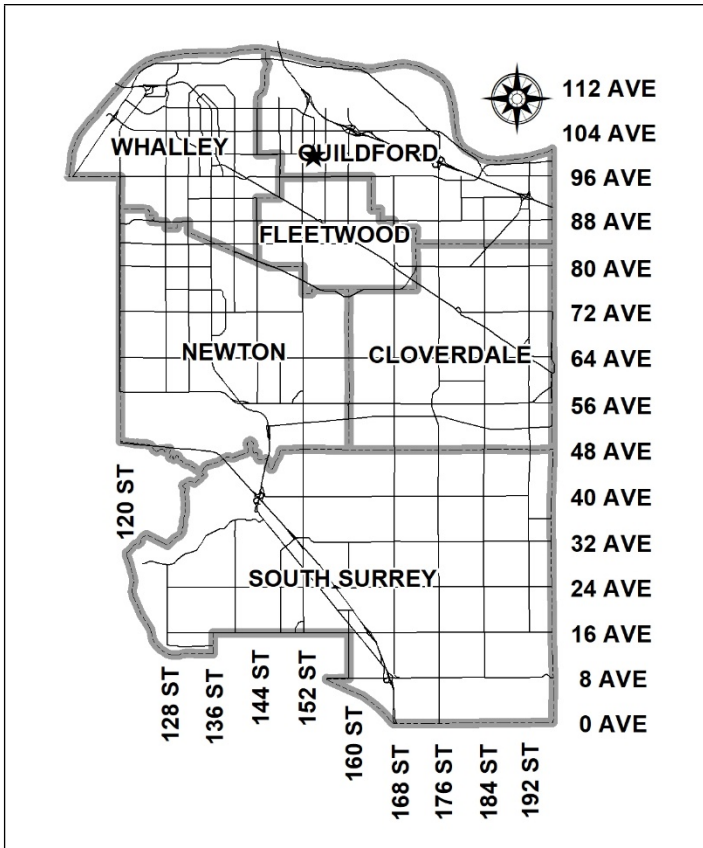
\_\_\_\_\_  
Name:  
Title:

# Appendix IV

## City of Surrey PLANNING & DEVELOPMENT REPORT

Application No.: 7919-0132-00

Planning Report Date: April 20, 2020



**PROPOSAL:**

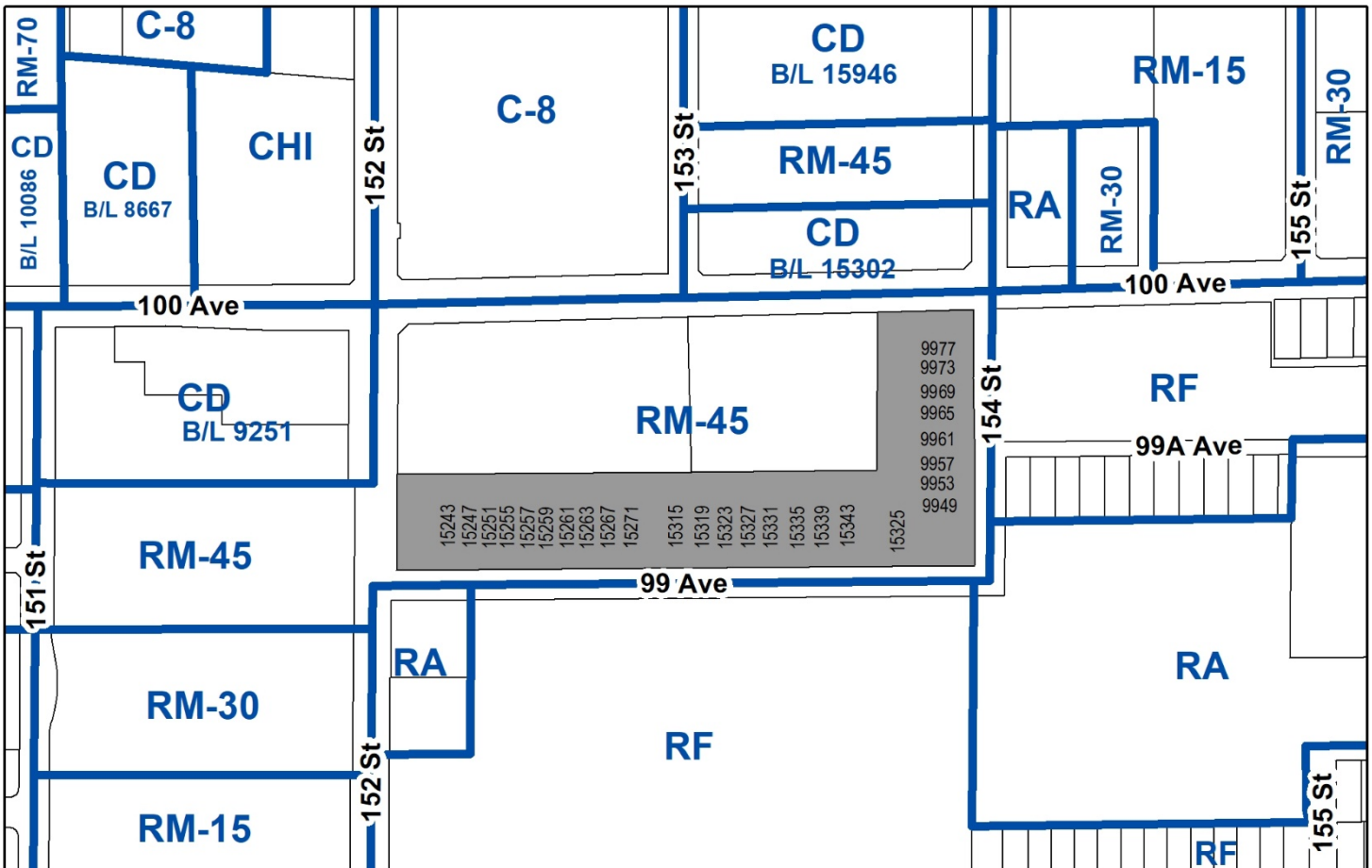
- **Rezoning** of a portion from RM-45 to CD (based on RM-45)
- **Development Permit**
- **Housing Agreement**

to permit the development of a 4-storey apartment building with approximately 85 rental dwelling units.

**LOCATION:** 15243 – 99 Avenue

**ZONING:** RM-45

**OCP DESIGNATION:** Multiple Residential



## RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
  - Rezoning; and
  - Housing Agreement.
- Approval to draft Development Permit for Form and Character.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The proposal partially complies with Policy No. O-61 (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance). The existing rental housing units on-site are proposed to be replaced at a higher than 1:1 replacement ratio. Although the rental units will be offered at below-market rental rates, the rental replacement units will be provided as follows:
  - Thirty percent (30%) of units are provided at Rent-Geared-to-Income rates whereby the rent is not greater than 30% of the tenant's gross household income; and
  - Seventy percent (70%) of units are provided at Low-End-of-Market rates which is approximately 10% to 20% below current market rental rates.

While not all units will meet the definition of affordable rental, per Policy No. O-61, in that not all the units are provided at 10% below current CMHC average rents, the purpose-built rental building will be managed by a reputable non-profit organization (Metro Vancouver Housing Corporation) and all the units will be offered at below-market rental rates.

## RATIONALE OF RECOMMENDATION

- The proposal complies with the "Multiple Residential" designation in the Official Community Plan (OCP).
- The subject property is located along an existing Frequent Transit Network (FTN) and would be located roughly 50 metres (164 ft.) from an existing bus stop. As such, the proposed density and building form are considered appropriate for a Multiple Residential designated site located on 152 Street (an arterial road) and supports the goal of achieving higher density development along transit corridors.
- The proposal includes 85 rental residential dwelling units consisting of one-, two-, three- and four-bedroom units operated by Metro Vancouver Housing Corporation (MVHC) which offers a range of housing options to meet diverse needs throughout the region.
- The applicant developed a Tenant Assistance and Relocation Program (Appendix VI), as required under City Policy No. O-61, which outlines the relocation strategy employed by the applicant to successfully relocate all rental tenants on the subject site. The applicant completed the relocation of all previous tenant to other sites, operated by MVHC, in July 2019. The applicant's assistance and proposed relocation efforts for the previous residents meet the requirements of City Policy No. O-61.



- The applicant proposes to enter into a Housing Agreement to allocate the 85 dwelling units proposed on the subject site as rental units. The proposed Housing Agreement will restrict the dwelling units to rental for a period of 20 years.
- The proposed apartment building is attractive, well-designed and includes large active outdoor amenity spaces for residents. The applicant is proposing reduced building setbacks that benefit the streetscape by providing connectivity to the street with appropriate landscaping as well as achieving a more pedestrian friendly environment and positive urban experience between the proposed building and public realm.

## RECOMMENDATION

The Planning & Development Department recommends that:

1. A Bylaw be introduced to rezone the portion of the subject site shown as Block A on the Survey Plan attached in Appendix I from "Multiple Residential 45 Zone (RM-45)" to "Comprehensive Development Zone (CD)" and a date be set for Public Hearing.
2. A By-law be introduced authorizing Council to enter into a Housing Agreement.
3. Council authorize staff to draft Development Permit No. 7919-0132-00 for Form and Character, generally in accordance with the attached drawings (Appendix I).
4. Council instruct staff to resolve the following issues prior to final adoption:
  - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
  - (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
  - (c) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (d) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
  - (e) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
  - (f) registration of a Section 219 Restrictive Covenant for installation and maintenance of the landscape buffer adjacent 152 Street;
  - (g) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
  - (h) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
  - (i) registration of a Section 219 Restrictive Covenant to reflect the 85 rental units and ensure that the applicant will adequately address the City's needs with respect to public art, affordable housing, and Capital Projects CAC's, should the project be converted from rental housing to market units, at any point in the future;
  - (j) the applicant to enter into a Housing Agreement with the city to restrict all 85 dwelling units on the subject site to rental housing for a period of twenty years;
  - (k) provision of a cash-in-lieu contribution to satisfy the indoor amenity space requirement of the RM-45 Zone;

- (l) submission of a spatial separation report to the satisfaction of the Planning and Development Department;
- (m) submission of an acoustical report for the units adjacent 152 Street and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures; and
- (n) registration of a Section 219 Restrictive Covenant (No Build) on the remainder of the parent parcel (shown as Block B on the Survey Plan attached as Appendix I), to ensure road frontage works required along the 99 Avenue, 100 Avenue and 154 Street are completed as part of future phases of development.

### SITE CONTEXT & BACKGROUND

Direction	Existing Use	OCP/TCP Designation	Existing Zone
Subject Site	Multiple residential buildings containing rental units operated by Metro Vancouver Housing Corporation	Multiple Residential	RM-45
North:	Apartment buildings	Multiple Residential/ Low Rise Apartment	RM-45 & CD (By-law 15302)
East (Across 154 Street):	Single family residential, Lionel Courchene Park and a proposed multiple residential development (Development Application No. 7919-0274-00) which involves an OCP Amendment, rezoning to RM-30 and DP for 148 townhouses. The application is pre-Council.	Urban	RF & RA
South (Across 99 Avenue):	Vacant parcel, Mountainview Montessori Elementary School and Johnston Heights Secondary School	Urban	RF & RA
West (Across 152 Street):	Apartment buildings	Multiple Residential	RM-45

### Context & Background

- The subject property is located at 15243 – 99 Avenue, just east of 152 Street. The parent parcel is approximately 3.05 hectares (7.55 acres) in total area and presently occupied by two-storey townhouses, collectively known as "Kingston Gardens", which is owned by Metro Vancouver Housing Corporation (MVHC).
- The subject property is designated "Multiple Residential" in the Official Community Plan (OCP) and currently zoned "Multiple Residential 45 Zone (RM-45)".

- The "Kingston Gardens" development consists of 192 two- and three-bedroom ground-oriented townhouses with a combination of underground and at-grade parking. The property is owned by MVHC which specializes in providing housing in mixed-income communities at low end-of-market rates and rates geared to tenant incomes.
- MVHC is proposing to re-develop the southwest portion of the existing Kingston Gardens site by removing 24 existing townhouse units, subdividing that portion of the site from the parent parcel to create a standalone lot, and redeveloping the new lot with an 85-unit, 4-storey rental apartment building. The previous 24 townhouses on the portion of the site to be re-developed were previously demolished in Summer/Fall, 2019 and the tenants were successfully relocated to other MVHC projects.
- The proposal to redevelop 24 existing townhouse units located at the southwest corner of the subject property reflects the goals and objectives of the Metro 2040 Regional Growth Strategy and Regional Affordable Housing Strategy by providing more rental accommodation.
- In conjunction with the proposal to redevelop a portion of the subject site, the applicant has provided a Tenant Relocation and Assistance Plan in consideration of City Policy No. O-61 (Appendix VI).
- In addition to consideration of City Policy No. O-61, the applicant must comply with any Provincially mandated requirements under the Residential Tenancy Act.

**DEVELOPMENT PROPOSAL**

**Planning Considerations**

- The applicant is proposing to rezone the southwest portion of the subject site from Multiple Residential 45 Zone (RM-45) to Comprehensive Development Zone (CD) (based on RM-45) and a Development Permit for 85 new purpose-built rental units. Specific details on the proposal are provided in the table below:

	<b>Proposed</b>
<b>Lot Area</b>	
Gross Site Area:	5,902 sq. m.
Road Dedication:	360 sq. m.
Undevelopable Area:	N/A
Net Site Area:	5,542 sq. m.
<b>Number of Lots:</b>	2
<b>Building Height:</b>	15 m.
<b>Unit Density:</b>	144 u.p.ha./59 u.p.a. (Gross)/155 u.p.ha./63 u.p.a. (Net)
<b>Floor Area Ratio (FAR):</b>	1.26 (Gross)/1.35 (Net)
<b>Floor Area</b>	
Residential:	7,648 sq. m.
Total:	7,648 sq. m.
<b>Residential Units:</b>	
1-Bedroom:	19 dwelling units
2-Bedroom:	41 dwelling units
3-Bedroom:	21 dwelling units

	Proposed
4-Bedroom:	4 dwelling units
Total:	85 dwelling units

### Referrals

**Engineering:** The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.

**School District:** The School District has provided the following projections for the number of students from this development:

15 Elementary students at William F. Davidson Elementary School  
6 Secondary students at Johnston Heights Secondary School

(Appendix III)

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by the Spring/Summer, 2022.

**Parks, Recreation & Culture:** No concerns.

**Surrey Fire Department:** No concerns.

**Advisory Design Panel:** The proposal was considered at the ADP meeting on February 13, 2020 and was supported. The applicant has resolved most of the outstanding items from the ADP review, as outlined in the Development Permit section of this report. Any additional revisions will be completed prior to Council's consideration of Final Adoption of the rezoning by-law, to the satisfaction of the Planning and Development Department.

### Transportation Considerations

- The subject property is located along an existing Frequent Transit Network (FTN) and within approximately 50 metres from an existing bus stop. As such, the proposed density and building form are considered appropriate given that the subject site is designated "Multiple Residential" in the OCP, located along 152 Street (an arterial road) and supports the goal of achieving higher density development along transit corridors.
- The property is also located within close proximity to a transit oriented commercial shopping centre (Guildford Town Centre) with frequent transit on 104 Avenue.

### Dedication Requirements

- As a result of its unique configuration, the parent parcel is located along four separate road frontages (152 Street, 154 Street, 99 Avenue and 100 Avenue). As such, the City could require the applicant to upgrade and/or provide improvements along all four road frontages as part of the current proposal (Development Application No. 7919-0132-00).
- Given that MVHC is a non-profit organization and the applicant anticipates the parent parcel will be re-developed, in future, as part of a larger master plan, the applicant has volunteered to register a Section 219 Restrictive Covenant (No Build) on the parent parcel (Block B) in order to defer works and services along the remaining frontages (154 Street, 99 Avenue as well as 100 Avenue) until future phases of development are undertaken. The proposed Section 219 RC (No Build) over the parent parcel was reviewed by Transportation Engineering staff and considered acceptable.
- At this time, the applicant is required to dedicate approximately 5.5 metres along 152 Street as well as a 5.0 metre x 5.0 metre corner-cut at the intersection of 99 Avenue and 152 Street.
- In the interim, the existing landscape buffer along the east side of 152 Street, located within the future road allowance, will remain intact thereby providing a visual/noise barrier for the residents until such time as 152 Street is widened to its ultimate condition.

### On-site Parking and Bicycle Storage

- All parking spaces on-site will be provided underground and accessed via 99 Avenue.
- The proposed development includes a total of 104 parking spaces consisting of 85 resident parking spaces and 19 parking spaces for visitors. The applicant will provide 9 accessible parking spaces. All parking stalls are provided in an enclosed underground parking garage.
- The applicant submitted a parking study which indicated that a lower parking rate could be supported based on parking stall usage on similar housing developments operated by MVHC. The Parking Study was reviewed by Transportation Engineering staff and considered acceptable.
- In total, 104 parking spaces are proposed for the development. Of these, 17 small car spaces are provided or 16% of the total number of parking spaces. The Surrey Zoning By-law allows for a maximum of 35% of the total parking spaces on-site to be provided for small cars.
- The Zoning Bylaw requires that no parking facilities be constructed within 2.0 metres of the front lot line or a lot line along a flanking street. The proposed underground parkade will be located within 0.5 metre of the front lot line (99 Avenue). As a result, the proposed CD Zone will permit the underground parking facility to extend to 0.5 metre from the south lot line (i.e. side yard flanking street setback).
- The development will provide a total of 104 secure bicycle parking spaces in the underground parkade. This will exceed the 102 bicycle parking spaces required under the Zoning Bylaw.

### **Natural Area Considerations**

- The applicant is proposing to retain, during the interim, the existing mature landscape buffer along the western boundary of the subject property until such time as 152 Street is widened to reflect the ultimate condition in order to provide a natural landscape buffer for future residents of the proposed apartment building.

### **Sustainability Considerations**

- The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist.
- In addition, the applicant has highlighted the following additional sustainable features:
  - The proposed development is targeting Step 4 of the B.C. Energy Step Code.

## **POLICY & BY-LAW CONSIDERATIONS**

### **Regional Growth Strategy**

- The subject property is designated "General Urban" in the Regional Growth Strategy (RGS).
- The proposed development complies with the General Urban RGS designation.

### **Official Community Plan**

#### Land Use Designation

- The subject site is designated "Multiple Residential" in the Official Community Plan (OCP).
- The proposed development complies with the Multiple Residential OCP designation.

#### Themes/Policies

- The proposal will support various policies, outlined in the OCP, including the following:
  - The proposal will replace older market rental housing stock, at a ratio greater than 1:1 (per City Policy No. O-61), with new rental units thereby providing greater choice in housing options;
  - The proposal supports transit-oriented development which includes focusing growth and increased density along frequent transit corridors which supports transit service expansion and rapid transit infrastructure investment;
  - The proposal supports the development of purpose-built market rental with a variety of unit types to support a diversity of household sizes and composition located within walking distance of Guildford Town Centre and transit routes; and

- The proposed apartment building fronts onto 152 Street, an arterial road, with urban design features (e.g. outdoor balconies, ground-floor patio space, etc.) that promote a safe, welcoming public streetscape and urban public realm.

### Other Relevant Policies and By-laws

#### City Policy No. O-61

- On April 9, 2018, Council approved Corporate Report No. Ro66;2018 which outlined City Policy No. O-61 (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance Policy) as part of Surrey's Affordable Housing Strategy: A Focus on Rental Housing.
- The Surrey Affordable Housing Strategy includes specific strategies to prevent the loss of purpose-built rental housing and strengthen protection for tenants. The Rental Housing Redevelopment Policy (City Policy No. O-61) sets out requirements for redevelopment of purpose-built rental housing and provision of assistance to tenants when redevelopment occurs.
- The following illustrates the rental replacement requirements and the applicant's responses (staff comments in italics):

- Redevelopment of a purpose-built rental site requires replacement of the existing rental units within the new development.
  - The applicant is proposing to construct a 4-storey purpose-built rental building, on the subject site, as part of the proposed re-development.

*(The proposed apartment building will provide a total of 85 new below-market rental units on the subject site.)*

- Replacement of purpose-built rental units shall include, at a minimum, the same number of total bedrooms as in the original development.
  - The Kingston Gardens development previously consisted of 192 two- and three-bedroom ground-oriented townhouses. The applicant is proposing to replace 24 two- and three-bedroom townhouse units, consisting of 65 bedrooms, with a 4-storey purpose-built rental building. The proposed rental units will be located on-site and provide a total of 85 below-market rental units with 180 bedrooms.

*(The applicant is proposing an additional 61 below-market rental units that will provide a further 115 bedrooms on the subject site. This will exceed the 24 rental unit and 65 bedroom replacement requirement, at a ratio of 1:1, under Policy No. O-61.)*

- Replacement units are required to be "affordable rental" for low to moderate income households, rented at a maximum of 10% below current Canadian Market and Housing Corporation (CMHC) average rents for the applicable unit size in the City of Surrey. Current average rental rates for Surrey are provided in CMHC's Rental Market Report: Vancouver CMA, which is released annually in the fall.



- The proposal partially complies with Policy No. O-61 in that the rental units will be offered at below-market rental rates but will include a combination of Rent-Geared-to-Income rates (30% of units) whereby the rental rate does not exceed 30% of the tenant's gross household income and Low-End-of-Market rates which are approximately 10% to 20% below current market rental rates.
- The income threshold required for all tenants is based on the requirements of B.C. Housing. The applicant proposes that 30% of the newly constructed units will be rented to tenants at affordable rates which are a maximum of 10% below current average rental rates, as defined by CMHC. The remaining units will be provided to tenants at a maximum of 10% below market rental rates within the surrounding area.

*(While not all units will meet the definition of "affordable rental", per Policy No. O-61, in that not all the units are provided at 10% below current CMHC average rents, the purpose-built rental building will be managed by a reputable non-profit organization [MVHC] and all units will be offered at below-market rental rates.)*

- Affordable replacement rental units shall be secured as rental with a Housing Agreement. In addition to tenure, the Housing Agreement shall specifically target households (low to moderate income households, with reference to BC Housing's Housing Income Limits), rental rates and administration and management of the units, and the requirement of annual reporting to the City on the operations of the affordable rental replacement units.
  - All 85 proposed replacement rental units are geared toward assisting low to moderate income households and will be secured with a Housing Agreement.
  - The purpose-built rental building will be operated by MVHC which will report annually to the City on the operations of the below-market rental replacement units.

*(The Housing Agreement is attached to this report as Appendix VII.)*

- The affordable rental replacement units must be managed by a non-profit organization or a non-profit/social enterprise property management firm as approved by the City.
  - The purpose-built rental building will be operated by a non-profit organization (MVHC) which specializes in providing below-market rental options for low to moderate income households.
- Replacement rental units shall be located on the same development site as the original units. In special cases, replacement units off-site may be considered, at a location in the same neighbourhood.
  - All replacement below-market rental units are proposed to be located on the same development site as the original rental units at 15243 – 99 Avenue (i.e. Kingston Gardens).

- A proposal, that is acceptable to the City, shall be provided by the proponent with the development application. The proposal shall outline how the proponent's application meets the rental replacement requirements of Policy No. O-61.
  - The applicant submitted information regarding their Tenant Assistance Program with the rezoning application and subsequently updated their program as the development proposal progressed.

*(The Tenant Assistance Program is attached to this report as Appendix VI.)*

- In accordance with Policy No. O-61. The applicant has taken the following actions:
  - Provided a Current Occupancy Summary that includes number of units, unit size and bedroom type, rental rates for each unit, vacancy and occupancy rates, demographic profiles and length of tenancy;
  - Provided a Communications Plan illustrating when and how residents are notified of the application process and opportunities for input;
  - Provided City staff with a copy of all written correspondence and notification to tenants;
  - Appointed a Tenant Relocation Coordinator to facilitate communications with the tenants throughout the development proposal process; and
  - Provided a Tenant Relocation and Assistance Plan (Appendix VI) which outlines financial compensation, relocation assistance and right of first refusal.
  - The applicant has confirmed that the tenants who previously occupied the 24 townhouse units on the portion of the site to be re-developed were successfully relocated to other MVHC sites before the townhouses were demolished in the Summer/Fall, 2019.
- The applicant has adhered to most of the requirements in City Policy No. O-61 which includes providing a Tenant Assistance and Relocation Program for the previous residents. While not all the required replacement rental units provided on-site meet the definition of affordable rental, as outlined in Policy No. O-61, in that not all the rental units are provided at 10% below current average rental rates (as defined by CMHC), the applicant has indicated that all the rental units will be provided at below-market rental rates.
- The proposal is deemed to partially comply with City Policy No. O-61 and, therefore, staff are supportive of the proposal proceeding to Public Hearing.

### **Housing Agreement**

- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements, for terms and conditions agreed to by the owner and the local government, that pertain to the occupancy of the housing units.
- The applicant has proposed to enter into a Housing Agreement with the City of Surrey that will allocate all 85 dwelling units on the newly created lot as below-market rental units for a period of 20 years.
- The applicant will be required to enter into a Housing Agreement as part of the subject development application (Appendix VII).

### **Proposed CD By-law**

- The applicant proposes to rezone the southwest portion of the subject site from "Multiple Residential 45 Zone (RM-45)" to "Comprehensive Development Zone (CD)" (based on RM-45) in order to accommodate the proposed 4-storey apartment building. The proposed CD By-law for the proposed development site identifies the uses, densities and setbacks proposed (Appendix VIII).
- A comparison of the density, lot coverage, setbacks, building height and permitted uses in the RM-45 Zone and the proposed CD By-law is illustrated in the following table:

<b>Zoning</b>	<b>RM-45 Zone (Part 23)</b>	<b>Proposed CD Zone</b>
<b>Unit Density:</b>	111 u.p.ha (45 u.p.a.)	155 u.p.ha. (63 u.p.a.)
<b>Floor Area Ratio:</b>	1.30	1.35
<b>Lot Coverage:</b>	45%	35%
<b>Yards and Setbacks</b>		
Front Yard (West):	7.5 m.	7.5 m.
Side Yard (North):	7.5 m.	7.5 m.
Side Yard Flanking (South):	7.5 m.	4.5 m.
Rear (East):	7.5 m.	0.0 m.
<b>Principal Building Height</b>	15 m.	15 m.
<b>Lot Size</b>		
Lot Size:	2,000 sq. m.	5,543 sq. m.
Lot Width:	30 m.	60 m.
Lot Depth:	30 m.	80 m.
<b>Principal Building Height:</b>	15 m.	15 m.
<b>Permitted Uses:</b>	Multiple unit residential buildings, ground-oriented multiple unit residential buildings and child care centres	Multiple unit residential buildings, ground-oriented multiple unit residential buildings and child care centres
<b>Amenity Space</b>		
Indoor Amenity:	255 sq. m.	The proposed 188.58 sq. m. plus cash-in-lieu of \$33,210 meets the Zoning By-law requirement.
Outdoor Amenity:	255 sq. m.	The proposed 1,677.39 sq. m. meets the Zoning By-law requirement.
<b>Parking (Part 5)</b>		
<b>Required</b>		
<b>Proposed</b>		
<b>Number of Spaces</b>		
Residential:	124 spaces	85 spaces
Residential Visitor:	17 spaces	19 spaces
Total:	141 spaces	104 spaces
<b>Parking Location</b>	No parking facilities are permitted within 2.0 metres of the front lot line	The underground parkade may be located within 0.5 metre of the front lot line
<b>Bicycle Spaces</b>		
Residential Secure Parking:	102 spaces	104 spaces
Residential Visitor:	6 spaces	10 spaces

- The proposed CD By-law (Appendix VIII) is based on the "Multiple Residential 45 Zone (RM-45)" with modifications to the maximum permitted density, minimum building setbacks, off-street parking requirements and location of the underground parkade relative to the lot lines.

- If calculated based on gross site area, the floor area ratio (FAR) for the proposed 4-storey apartment building on the subject site is 1.26. The maximum FAR allowed under the RM-45 Zone is 1.30. The proposal will have a net FAR of 1.35 which complies with the maximum permitted FAR of 1.50, per the OCP, for "Multiple Residential" designated properties located outside of Urban Centres and/or Frequent Transit Development Areas (FTDAs). As such, the FAR has been increased from 1.30 to 1.35 in the proposed CD Bylaw.
- The reduced setback proposed along the southern boundary of the subject site will allow for better connectivity to the street and enlarge the outdoor amenity spaces for future residents while providing a more pedestrian-friendly urban streetscape.
- The reduced setback proposed along the east lot line reflects the positioning of the new lot line between the proposed new lot for the subject re-development and the remainder Kingston Gardens parent lot. The proposed setback will reduce the number of existing residences on the Kingston Gardens site required to be removed to accommodate construction.
- The applicant submitted a parking study which indicated that a lower parking rate could be supported based on parking stall usage on similar housing developments operated by MVHC. The Parking Study was reviewed by Transportation Engineering staff and considered acceptable.
- In order to maximize the underground parkade and ensure a functional layout, the applicant is proposing the underground parking facility to extend up to 0.5 metre from the south lot line (i.e. side yard on a flanking street setback).

### **Capital Projects Community Amenity Contributions (CACs)**

- On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.
- The proposed development is comprised of below-market rental units and, therefore, is exempt from Community Amenity Contributions and the Density Bonus Program.

### **Affordable Housing Strategy**

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- The proposed development is comprised of below-market rental units and, therefore, is exempt from the requirements of the City's Affordable Housing Strategy.

## Public Art Policy

- In accordance with the City's Public Art Policy No. R-21, the applicant is not required to provide a monetary contribution towards public art for non-market (rental) housing. A Restrictive Covenant will be required to be registered on title that states, if the occupancy of the units change, the public art contribution could be collected if applicable.

## PUBLIC ENGAGEMENT

- Pre-notification letters were sent on November 25, 2019, and the Development Proposal Signs were installed on April 7, 2020. Staff have not received any responses from neighbouring property owners with regard to this development proposal.

## DEVELOPMENT PERMITS

### Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character.
- The proposal generally complies with the Form and Character Development Permit guidelines in the OCP and the applicant has worked with staff to address the grade changes on-site as well as ensure the proposed landscaping and building massing encourage an attractive streetscape and reflect an urban public realm.

### Building Design

- The applicant proposes to construct a four-storey low-rise apartment building that includes 85 below-market rental units with amenity space and underground parking.
- The unit mix consists of 19 one-bedroom, 41 two-bedroom, 21 three-bedroom and 4 four-bedroom apartments. All units will have universal design features and 10% of the units (9 units in total) are designed to be fully accessible.
- The dwelling units will range in size from 45.9 square metres for a one-bedroom unit to 111.35 square metres for the largest four-bedroom apartment.
- The proposed building reflects an urban and contemporary building form with a flat roof.
- The western and southern building façades, fronting onto 152 Street and 99 Avenue respectively, include a variety of materials consisting of brick veneer and horizontal/vertical siding with accent wood cladding and horizontal wood-lock siding which provide variation and visual interest.
- The rental units along the northwest façade include Juliette balconies while those units at the southwest corner of the subject site are located around a central courtyard with ground-floor units that offer front door access and useable, semi-private outdoor space.

- The units along the north and south lot lines, similarly, have ground-floor units with front door access and useable, semi-private space as do the units at the northeast corner of the site which are located adjacent the outdoor amenity space.
- At this time, no signage is proposed on-site. If required, any proposed signage will be considered through a separate application or must comply with the Surrey Sign By-law.

### Indoor Amenity Space

- The proposed indoor amenity space is centrally located on the main floor and provides for greater pedestrian connectivity with the outdoor amenity space at the northeast corner of the proposed building.
- The indoor amenity space includes a kitchen/dining area and smaller lounge area.
- The proposed indoor amenity space is 188.58 square metres in total area which is 66.42 square metres less than the 255 square metres required under the Zoning By-law (based on 3 square metres per dwelling unit). The applicant contends that, although reduced, the indoor amenity space has been designed to be functional, appropriately programmed for the future residents and operates in conjunction with the outdoor amenity space.
- On November 18, 2019, Council approved Corporate Report No. R206;2019 ("Updates to Indoor and Outdoor Amenity Space Requirements"). The report identified the minimum requirements for indoor amenity space that must be provided on-site (i.e. no cash-in-lieu). Based upon the minimum requirement for the building type proposed, 74 square metres of on-site indoor amenity space is required.
- Overall, the applicant proposes to provide seventy-five percent (74%) of the required indoor amenity space and, furthermore, has agreed to provide a monetary contribution of \$33,210 (based on \$1,500 per unit deficiency) in accordance with City policy, to address the shortfall in required indoor amenity space.

### Outdoor Amenity Space and Proposed Landscaping

- The proposed outdoor amenity space is approximately 1,677 square metres in area and connected to the indoor amenity space which is centrally located on the ground-floor.
- The Zoning Bylaw requires 3 square metres per dwelling unit of outdoor amenity space. The proposed development exceeds the required 255 square metres of outdoor amenity space.
- The outdoor amenity space includes a central courtyard at the southwest corner of the subject site which consists of benches, a picnic table, community garden plots, a potting table and tree bosque seating.
- The outdoor amenity space at the northeast corner of the subject site includes picnic tables, outdoor seating, a kids play court, freeplay area, community garden plots, a potting table and active lawn.
- Each ground-floor unit includes a semi-private outdoor patio space framed by privacy hedges.

- For the interim, the applicant proposes to retain the on-site trees that form part of the exiting mature landscape buffer along 152 Street. An important natural feature, these mature trees provide visual screening, serve as a noise barrier, create shade as well as allow for greater privacy for those rental units on the western building façade.

### Advisory Design Panel

ADP date: February 13, 2020

The applicant has agreed to resolve the remaining outstanding items from the ADP review, to the satisfaction of the Planning and Development Department, before Final Adoption (Appendix V).

### Outstanding Items

- City staff will continue to work with the applicant to resolve the following ADP and staff-identified design-related issues prior to Final Adoption:
  - Explore options to further extend and wrap the ground-floor patios at the northwest and southwest corners around the proposed building with individual pathways that provide connectivity to the street, thereby allowing for a more active streetscape and greater street presence.
  - Relocate the proposed fence, along the 152 Street frontage, a further 0.5 metres to the east and provide additional landscaping. By relocating the fence internally to the site, the applicant can soften the streetscape while still providing a visual queue that clearly identifies the separation between private space and the public realm.

## TREES

- Max Rathburn, ISA Certified Arborist of Diamond Head Consulting Ltd. prepared an Arborist Assessment for the subject property. The table below provides a summary of the tree retention and removal by tree species:

**Table 1: Summary of Tree Preservation by Tree Species:**

Tree Species	Existing	Remove	Retain
<b>Deciduous Trees</b>			
Cherry	4	4	0
Ash	4	4	0
Dogwood	1	1	0
Beech	2	0	2
<b>Coniferous Trees</b>			
Spruce	3	3	0
Pine	20	14	6
Hemlock	2	0	2
<b>Total</b>	<b>36</b>	<b>26</b>	<b>10</b>



Tree Species	Existing	Remove	Retain
<b>Total Replacement Trees Proposed (excluding Boulevard Street Trees)</b>		42	
<b>Total Retained and Replacement Trees</b>		52	
<b>Contribution to the Green City Program</b>		N/A	

- The Arborist Assessment states that there is a total of 36 mature trees on the site. It was determined that 10 trees can be retained as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, road dedication, building footprints and proposed lot grading.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 2 to 1 replacement ratio for all trees. This will require a total of 52 replacement trees on-site. Since only 42 replacement trees can be accommodated on the site, the deficit of 10 replacement trees will require a cash-in-lieu payment of \$4,000, representing \$400 per tree, to the Green City Fund, in accordance with the City’s Tree Protection By-law.
- The new trees on the site will consist of a variety of trees including White Chinese Dogwood, Autumn Purple White Ash, Maidenhair, Katsura, Kobus Magnolia as well as Flowering Cherry.
- In summary, a total of 52 trees are proposed to be retained or replaced on the site with a contribution of \$4,000 to the Green City Fund.

**INFORMATION ATTACHED TO THIS REPORT**

The following information is attached to this Report:

- Appendix I. Site Plan, Building Elevations, Landscape Plans, Perspective and Block Plan
- Appendix II. Engineering Summary
- Appendix III. School District Comments
- Appendix IV. Summary of Tree Survey and Tree Preservation
- Appendix V. ADP Comments and Applicant’s Response
- Appendix VI. Tenant Assistance and Relocation Program
- Appendix VII. Proposed Housing Agreement
- Appendix VIII. Proposed CD Bylaw

*approved by Ron Gill*

Jean Lamontagne  
 General Manager  
 Planning and Development

# Appendix I

DP 00	Cover Page
DP 100	PROJECT SUMMARY
DP 101	CONTEXT PLAN
DP 102	CONTEXT PLAN - FUTURE
DP 103	CONTEXT PHOTOS
DP 104	CONTEXT PHOTOS
DP 105	SITE ANALYSIS
DP 106	BASE SITE PLAN
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DP 701	PERSPECTIVES



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**Kingston Gardens**

15243 99 Avenue, Surrey

DRAWING SET DESCRIPTION  
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 RESUBMISSION**

ISSUE DATE  
**31 MARCH 2020**



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**PROJECT SUMMARY**

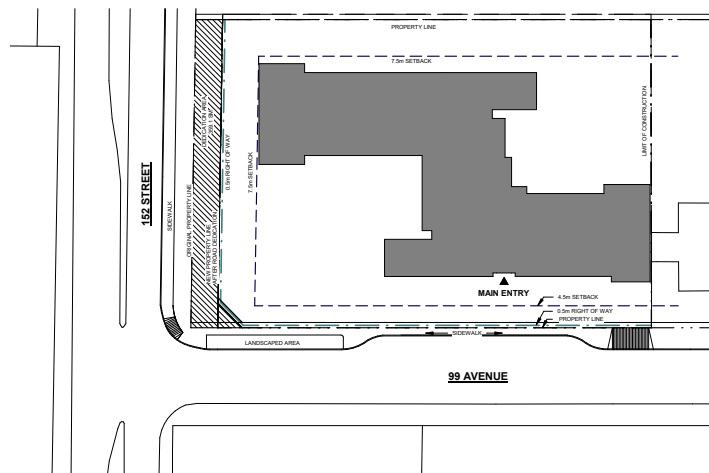


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**KINGSTON GARDENS - PROJECT SUMMARY**

PROJECT SUMMARY	
Address	15243-99 Avenue, Surrey V3R 7T7
Legal Description	Lot 212, Plan 60058; Lot 36, Plan 60718
Zoning Classification	RM-45
OCP Designation	Multiple Residential

LOT AREA	Proposed [SM]	[SF]	Required
Gross Site Area	5,902.1	63,529.39	
Road Dedication Area	359.1	3,865.80	5.5m at the west PL, corner cut at 152nd
Net Site Area	5,542.9	59,663.59	

BUILDING AREA	Proposed [SM]	[SF]	Required/Max Allowed [SM]
FAR (Gross)	1.26		
FAR (Net)	1.35		1.30
Total Buildable Area	7,459.60	80,294.50	7,672.70
Total Building Area	7,648.19	82,324.40	Including Indoor Amenity Area
Residential Area (Net)	6,274.06	67,533.40	
Indoor Amenity Area	188.58	2,029.90	255 (3 SM per dwelling unit)
Outdoor Amenity Area*	1,677.39	18,055.30	255 (3 SM per dwelling unit)
*(Exclusive of Setbacks)			
Outdoor Amenity Area**	2,346.27	25,255.00	
** (Inclusive of Setbacks)			
UPA (Gross)	144		111
UPH (Gross)	59		45

BUILDING HEIGHT	Proposed	Max Allowed
Storey	4 Storey	
Elevation	14.99 m	15 m 50 ft

SUITE COUNT		%
Total Suites	85	100.00
1 BD	19	22.35
2 BD	41	48.24
3 BD	21	24.71
4 BD	4	4.71

**KINGSTON GARDENS - DETAIL/BREAKDOWN**

DENSITY	Proposed	Max. Allowed
# Units/ha, #Units/acre (Gross)	144 UPH/59 UPA	111 UPH/45 UPA
# Units/ha, #Units/acre (Net)	155 UPH/63 UPA	
FAR (Gross)	1.26	
FAR (Net)	1.35	1.30

AMENITY SPACE	Proposed [SM]	[SF]	Required [SM]
Indoor (3sqm per unit)	188.58	2,029.90	255.00
Outdoor (3sqm per unit) (Exclusive of Setbacks)	1,677.39	18,055.30	255.00

LOT COVERAGE (% of net lot area)	Proposed/Max Allow. [SM]	[SF]	Max Allowed
Building & Structures		31.89%	45%

SETBACKS	Proposed [M]	Required [M]
Front (S)	4.5	4.5
Rear (N)	7.5	7.5
Side #1 (E)	N/A	N/A
Side #2 (W)	7.5	7.5

PARKING	Proposed	Required/Min. Req'd
Total Residential	85	124
Standard	60	
Small Car	17	
Accessible	8	1 per 51-100 spaces
Total Visitor	19	17
Standard	18	
Accessible	1	
Total Bicycle Parking	114	
Residential	104	102 (1.2 per unit)
Visitor	10	Within 30m of the main entry

**BUILDING AREA BREAKDOWN**

FLOOR	Gross Area [SF]	Amenity	Service Area [SF]	Leasable Area [SF]	Efficiency (%)
P1	46,043.40				
Subtotal	Amenity area and below grade parking structures are excluded from FAR/buildable area				
Level 1	19,027.10	1,412.20	3,701.40	13,913.50	73.12
Level 2	21,099.10	205.90	3,019.90	17,873.30	84.71
Level 3	21,099.10	205.90	3,019.90	17,873.30	84.71
Level 4	21,099.10	205.90	3,019.90	17,873.30	84.71
Total	82,324.40	2,029.90	12,761.10	67,533.40	82.03
Excluded Amenity	80,294.50				

**SUITE COUNT BREAKDOWN**

FLOOR	1 BD	2 BD	3 BD	4 BD	Accessible*	Adaptable*	Universal**
Level 1	4	5	3	4	3 (2 one-Bed; 1 two-Bed)	1 (1 one-Bed)	12
Level 2	5	12	6		2 (1 one-Bed; 1 two-Bed)	3 (3 one-Bed)	18
Level 3	5	12	6		2 (1 one-Bed; 1 two-Bed)	3 (3 one-Bed)	18
Level 4	5	12	6		2 (1 one-Bed; 1 two-Bed)	3 (3 one-Bed)	18
Total	19	41	21	4	9 (5 one-Bed; 4 two-Bed)	10 (10 one-Bed)	66

\* Accessible and Adaptable Units: BCBC 2018

\*\* Universal Design Units: CMHC National Housing Co-Investment Fund and CSA B51: Accessible Design for the Built Environment

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**Kingston Gardens**

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DESIGN TEAM

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**CONTEXT PLAN**



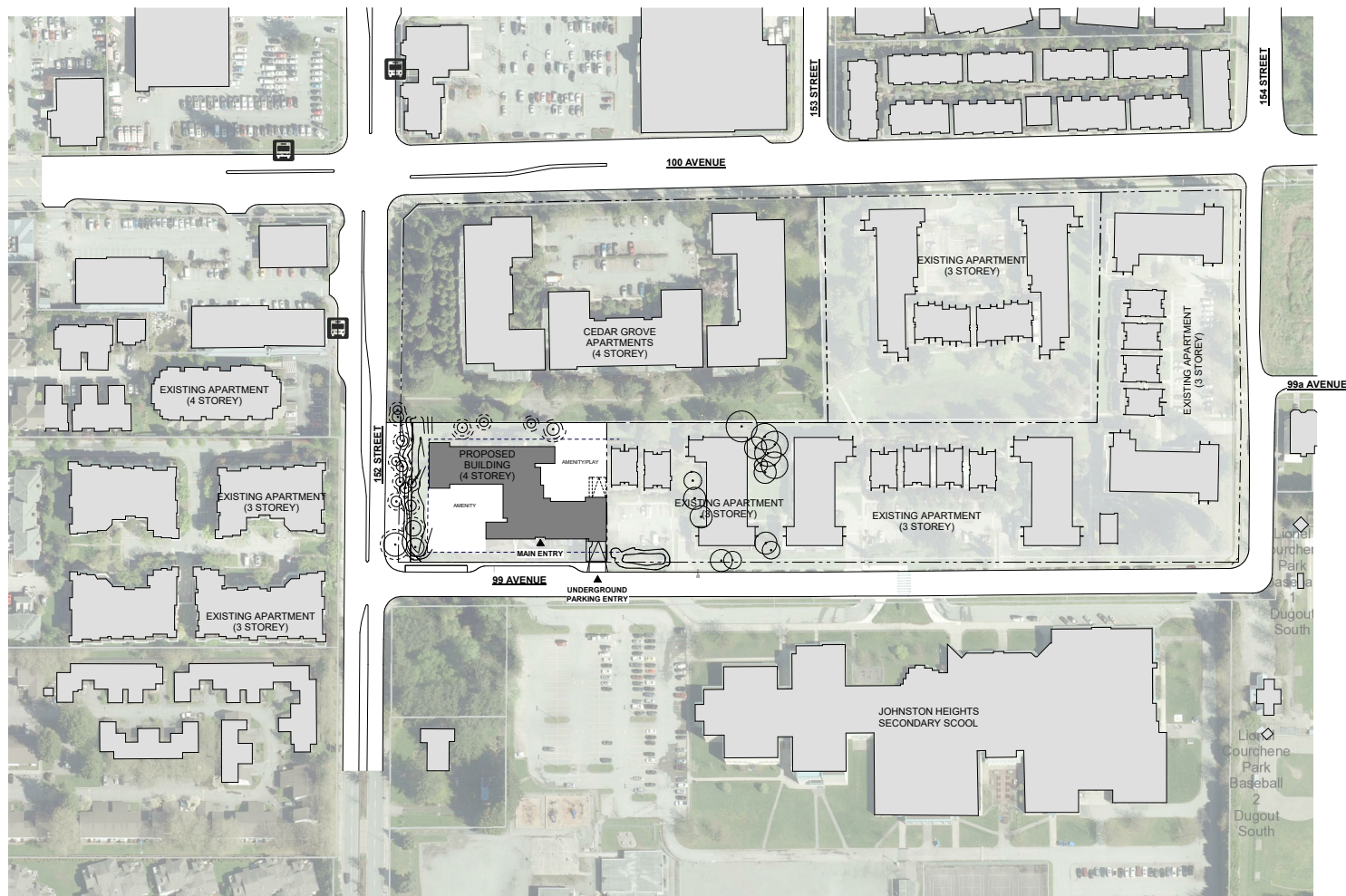
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1 CONTEXT PLAN - OPENING DAY  
1 : 1000





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**CONTEXT PLAN - FUTURE**

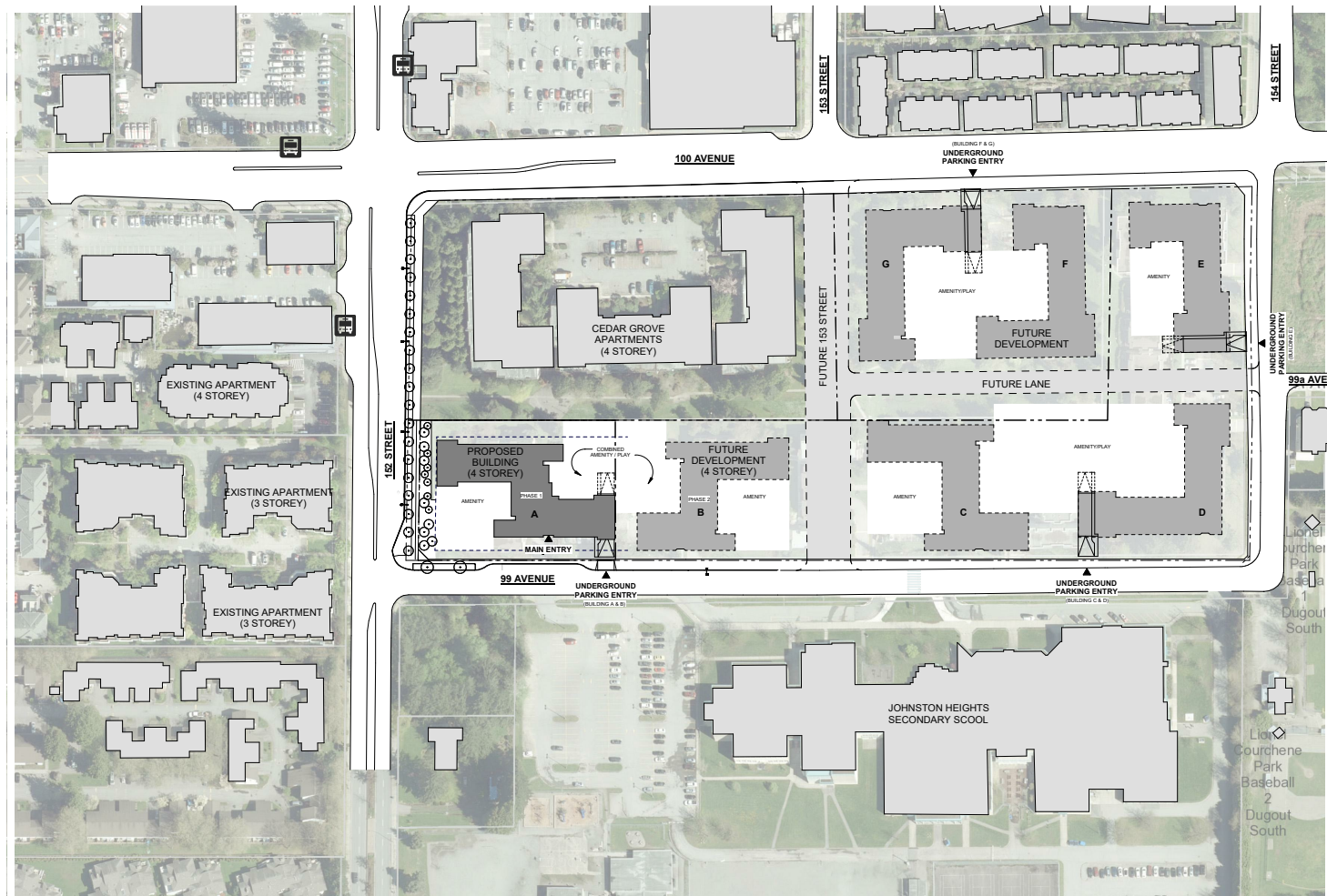


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ISSUE DATE

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1 CONTEXT PLAN - FUTURE  
1 : 1000

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**PROPOSED SITE PLAN**



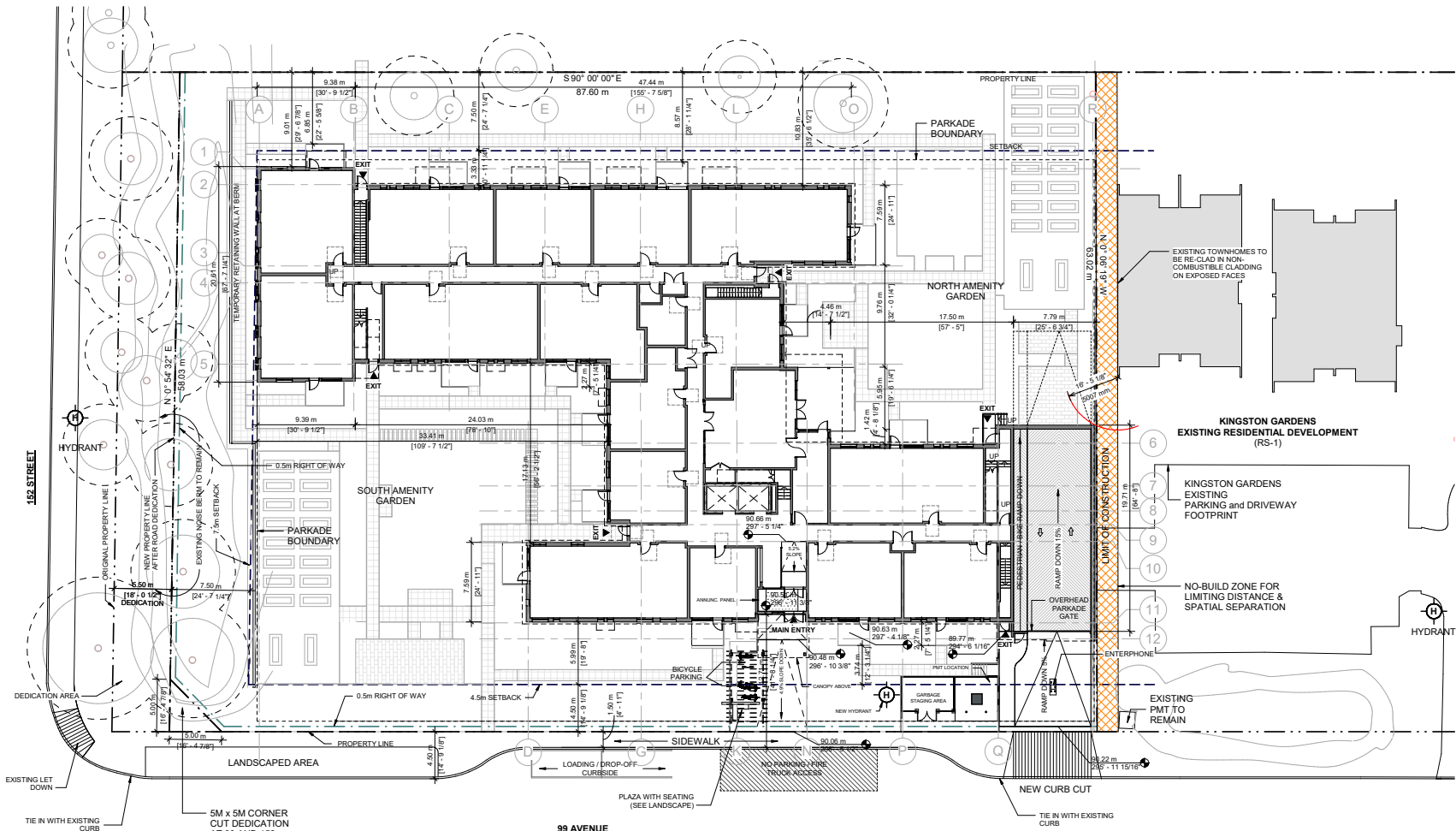
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**DP 108**

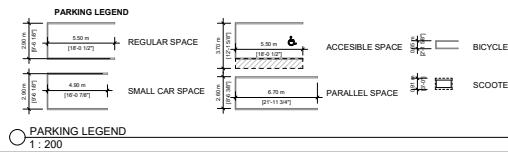
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**1 PROPOSED SITE PLAN**  
1 : 200



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DESCRIPTION

A 05 Feb 2020

Submission for ADP

B 31 Mar 2020

Development Permit

Resubmission

SHEET TITLE

**PROPOSED SITE PLAN - FUTURE**



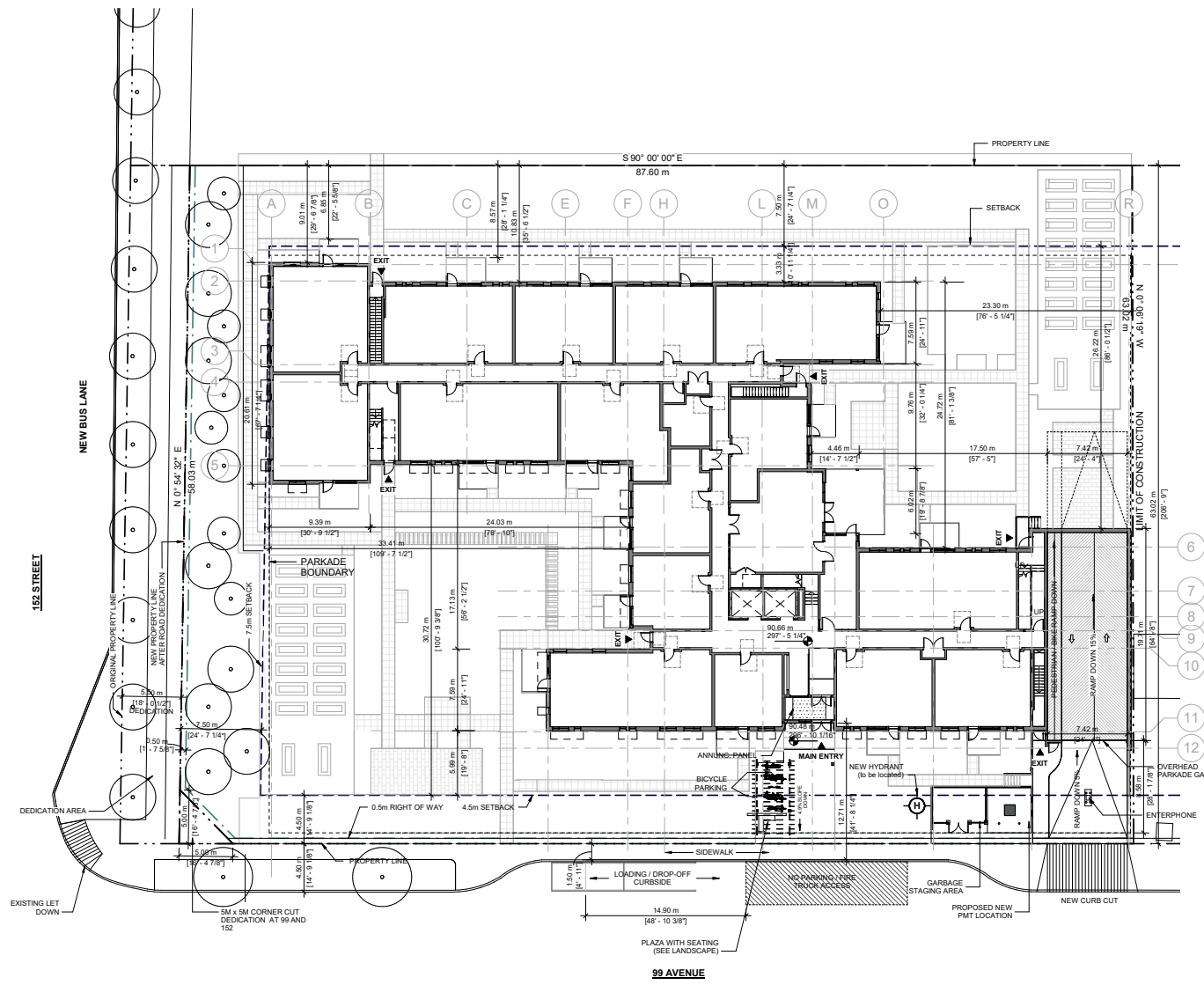
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**1 PROPOSED SITE PLAN - FUTURE**  
1: 200



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### SUN STUDY



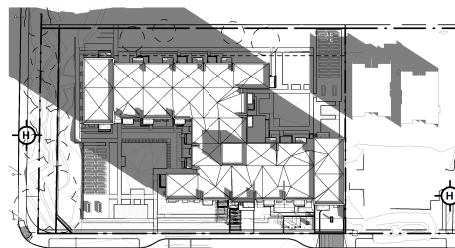
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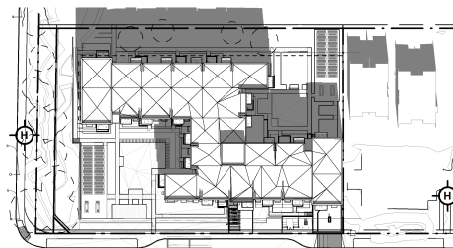
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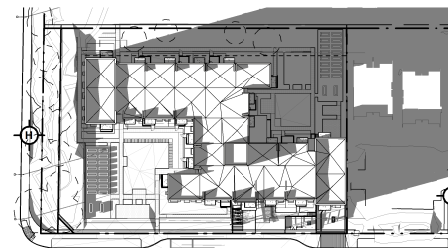
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1 : 750



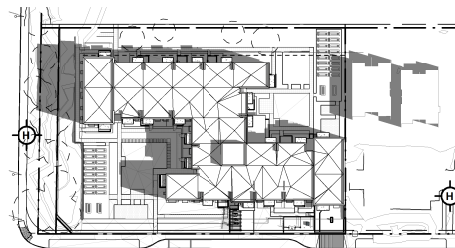
2 SHADOW STUDY - 21 MARCH 12 PM

1 : 750



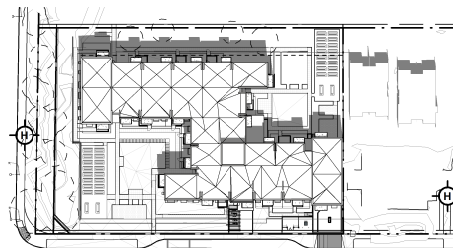
3 SHADOW STUDY - 21 MARCH 5 PM

1 : 750



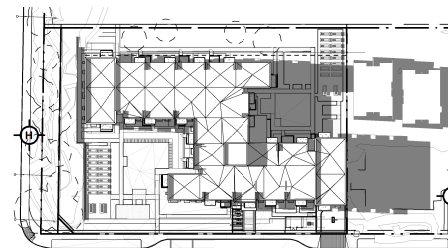
4 SHADOW STUDY - 21 JUNE 9 AM

1 : 750



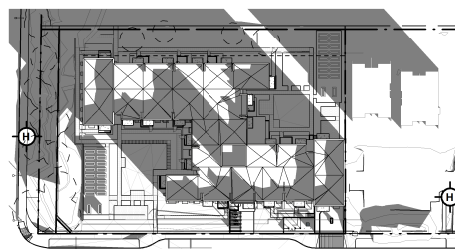
5 SHADOW STUDY - 21 JUNE 12 PM

1 : 750



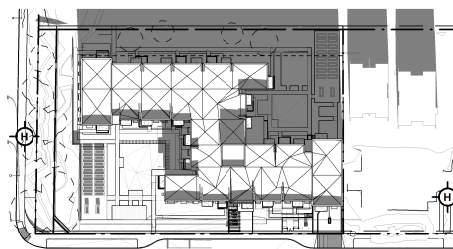
6 SHADOW STUDY - 21 JUNE 5 PM

1 : 750



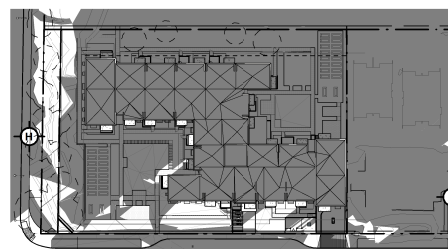
7 SHADOW STUDY - 21 DECEMBER 9 AM

1 : 750



8 SHADOW STUDY - 21 DECEMBER 12 PM

1 : 750



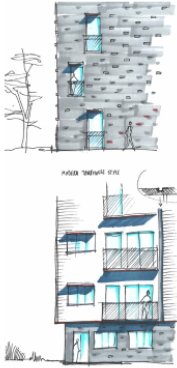
9 SHADOW STUDY - 21 DECEMBER 5 PM

1 : 750



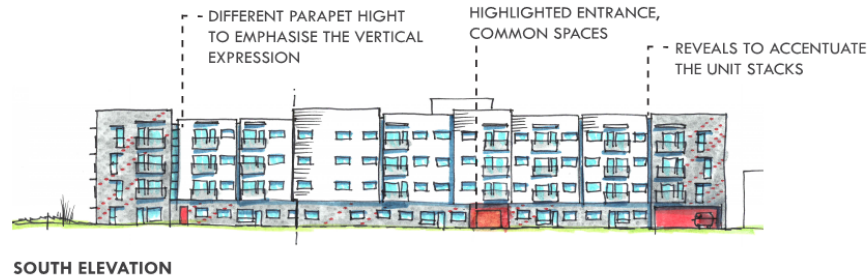
## WHIMSICAL ARCHITECTURAL EXPRESSION

- URBAN INTERFACE AT 152 ST
- TOWNHOUSE EXPRESSION



## ENHANCED LIVABILITY

- NOISE MITIGATION THROUGH MAINTAINING THE EXISTING BERM AND TREES AT WEST SIDE .
- BREAKING THE BUILDING MASS VIA THE S-SHAPE BUILDING LAYOUT AND OPTIMIZING UNIT SIZE AND EFFICIENCY.
- MINIMIZING IMPACT ON BUILDING AND COURTYARDS THROUGH PLACING THE PARKADE RAMP IN THE EAST [FUTURE DEVELOPMENT IN PHASE 2 COULD BE ACCESSED THROUGH THE SAME VEHICULAR RAMP]
- MINIMIZING TRAVEL DISTANCE THROUGH LOCATING SHORT-TERM VISITOR CAR AND BIKE PARKING CLOSE TO THE BUILDING ENTRANCE.



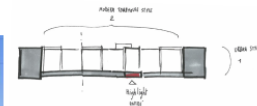
SOUTH ELEVATION

## PROGRAMMED OUTDOOR AND INDOOR AMENITY SPACE

- TWO AMPLE PROGRAMMED COURTYARDS [SUNNY SOUTH COURTYARD + NORTH PLAY /GATHERING SPACE] FOR DIFFERENT AGE GROUPS.
- POTENTIAL COMBINED OUTDOOR AMENITY SPACE IN THE NORTH IN PHASE 2 OF THE DEVELOPMENT.
- VISIBLE, ACCESSIBLE INDOOR AMNITY SPACE WITH VISUAL ACCESS TO LOBBY AND NORTH COURTYARD.

## STRONG FRONTAGE

- PODIUM [DIFFERENTIATED WITH A RECESS/OVERHANG AND CONTRASTING MATERIALITY]
- VERTICAL EXPRESSION [EMPHASIZED THROUGH VARIOUS PARAPET HEIGHTS]
- ACCENTUATING THE BUILDING ENTRANCE WITH CONTRASTING MATERIAL/COLOR.



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**DESIGN CONCEPT**

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**DP 111**

ISSUE DATE

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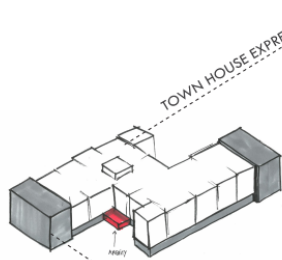
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## MATERIAL

- CONTRASTING MATERIAL AND COLOR TO ACCENTUATE THE MAIN ENTRANCE, AMENITY AND SHARED SPACES.
- CONTRASTING MATERIAL TO EMPHASIZE THE URBAN INTERFACE



FIBER CEMENT SIDING - NEUTRAL AND WOOD-LOOK TONES IN SMOOTH AND TEXTURED

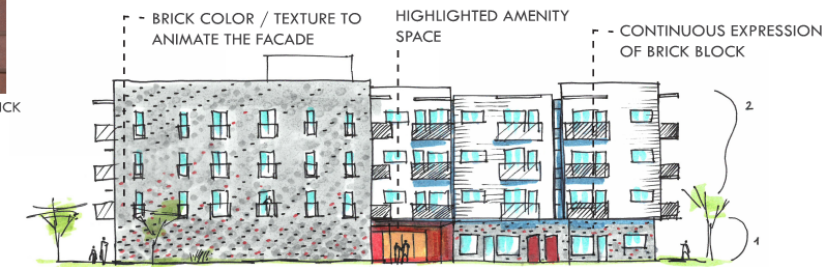
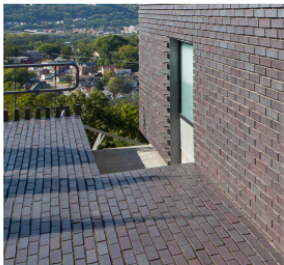


TOWN HOUSE EXPRESSION

URBAN INTERFACE



MEDIUM IRONSPOT BRICK



EAST ELEVATION

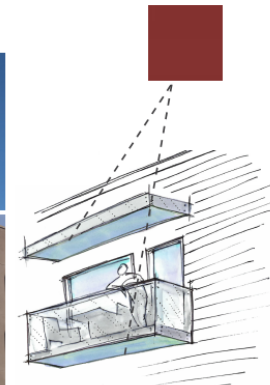
## BALCONY

- VISUAL INTEREST AND RHYTHM;
- VARIED LEVELS OF PRIVACY & SCREENING THROUGH
- PICKET RAILINGS WITH VARIED SIZE AND/OR SPACING



## COLORS

- ACCENT COLOURS AT SOFFITS AND OVERHANGS ADD TO A SENSE OF PLAY



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**LEVEL P1 OVERALL PLAN**

1

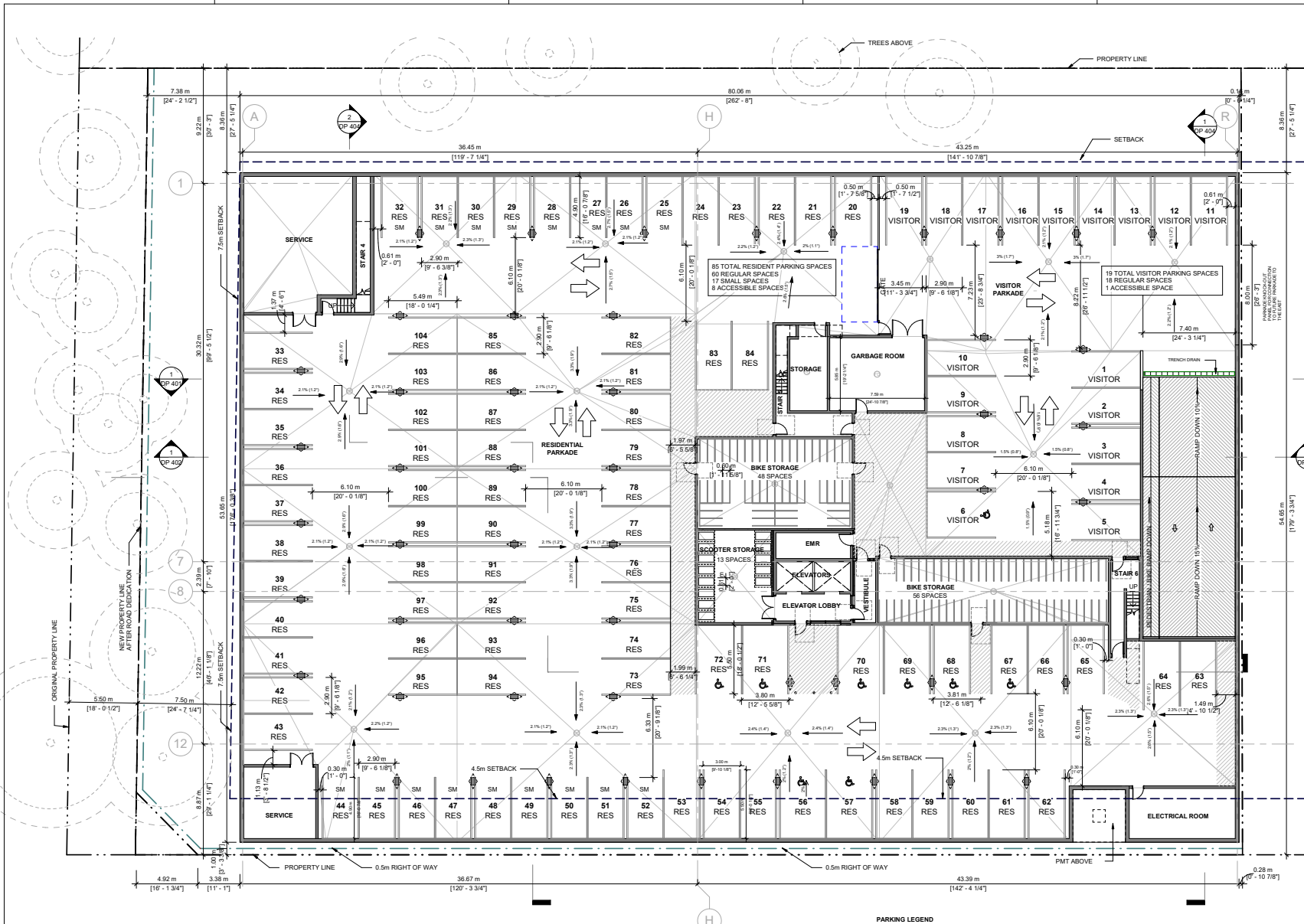
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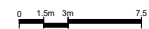
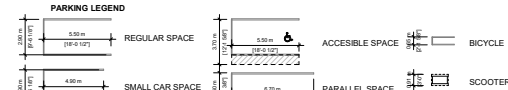
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**1 LEVEL P1 PLAN**  
1 : 150



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**LEVEL 1 OVERALL PLAN**

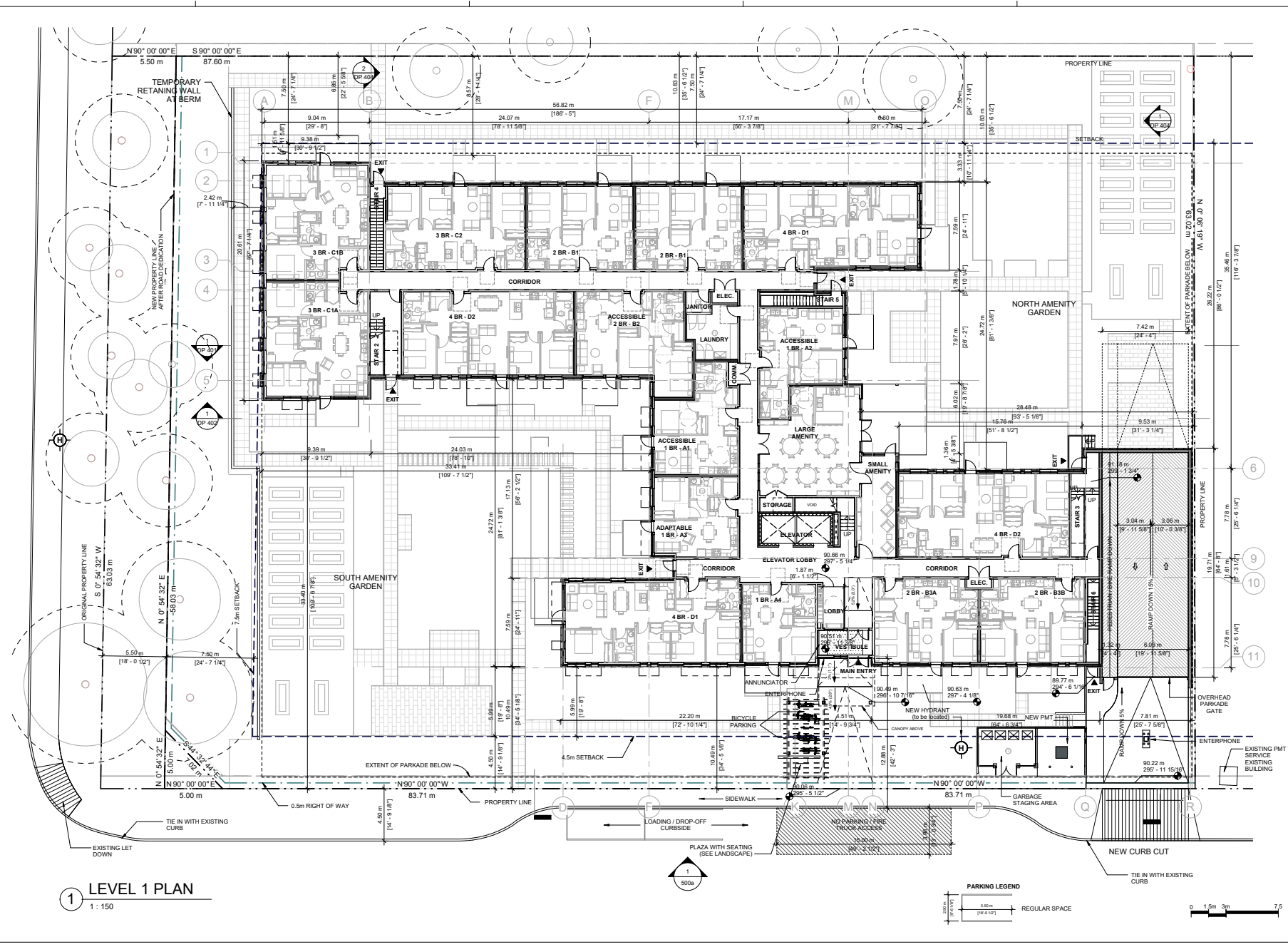
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**1 LEVEL 1 PLAN**  
1:150



2020/03/31 10:00 AM  
 C:\Users\pawel\Documents\2020\DP114 - Kingston Gardens\2020\03\31\Level 1 Overall Plan.dwg  
 1:150









CONTRACT

PROJECT

**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00

89818

OWNER

**METRO VANCOUVER HOUSING CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

DRAWN BY

Checker

CHECKED BY

DRAWING SET DESCRIPTION

**DEVELOPMENT PERMIT**

No.

DATE

DESCRIPTION

A 05 Feb 2020 Submission for ADP

B 31 Mar 2020 Development Permit Resubmission

SHEET TITLE

**ROOF OVERALL PLAN**



SHEET NUMBER

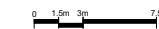
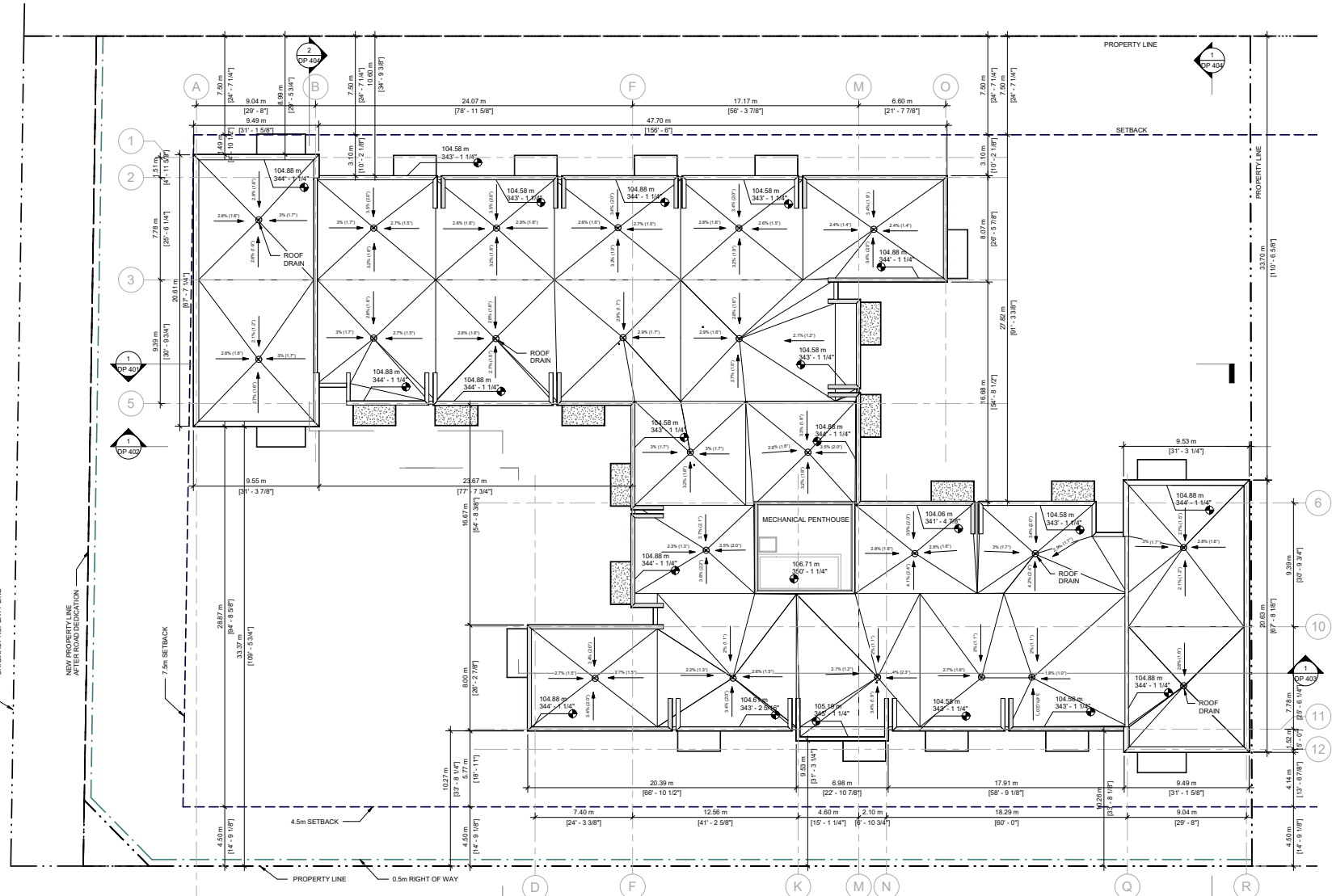
**DP 118**

ISSUE DATE

31 MARCH 2020

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**1 ROOF PLAN**  
1:150





CONSULTANT

PROJECT

**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00  
89818

OWNER

**METRO  
VANCOUVER  
HOUSING  
CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

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**DEVELOPMENT  
PERMIT**

No.

DATE

A

05 Feb

2020

B

31 Mar

2020

DESCRIPTION

Submission for ADP

Development Permit

Resubmission

SHEET TITLE

**Exterior Elevations**

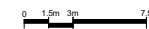
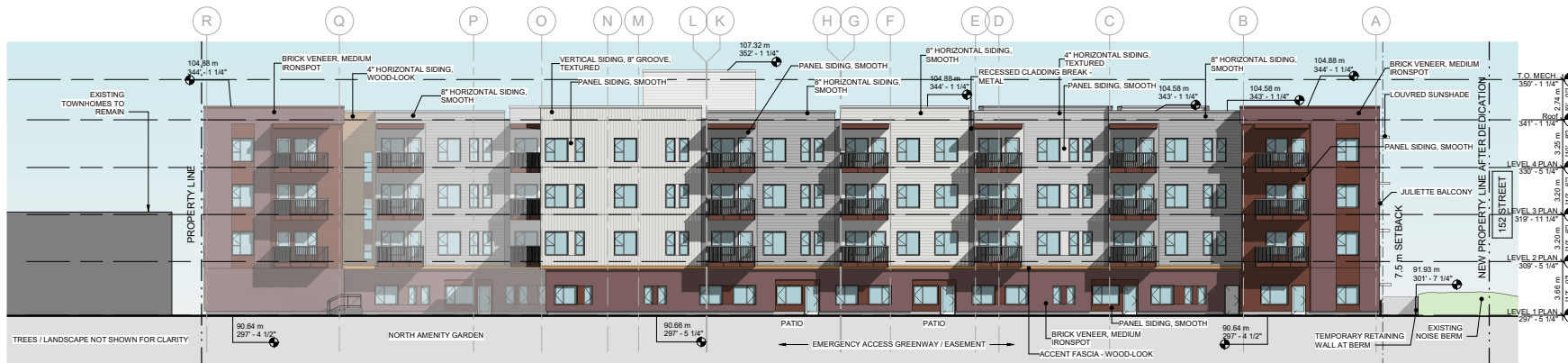
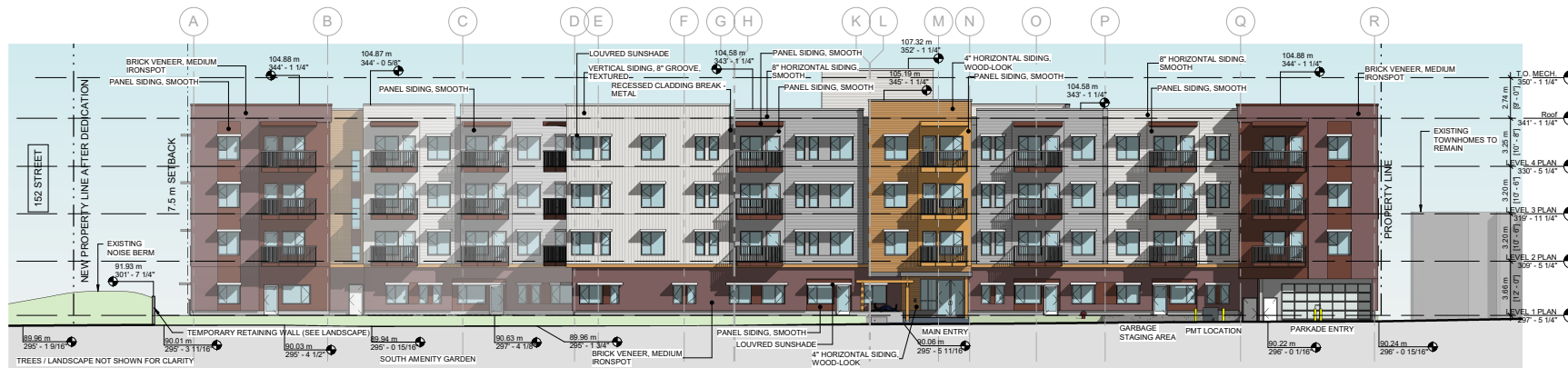
SHEET NUMBER

**DP 301**

ISSUE DATE

31 MARCH 2020

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CONSULTANT

PROJECT  
**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00

89818

OWNER

**METRO VANCOUVER HOUSING CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

DRAWN BY

Checker

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DRAWING SET DESCRIPTION

DEVELOPMENT PERMIT

REVISIONS

No. DATE DESCRIPTION

A 05 Feb 2020 Submission for ADP

B 31 Mar 2020 Development Permit Resubmission

SHEET TITLE

Exterior Elevations

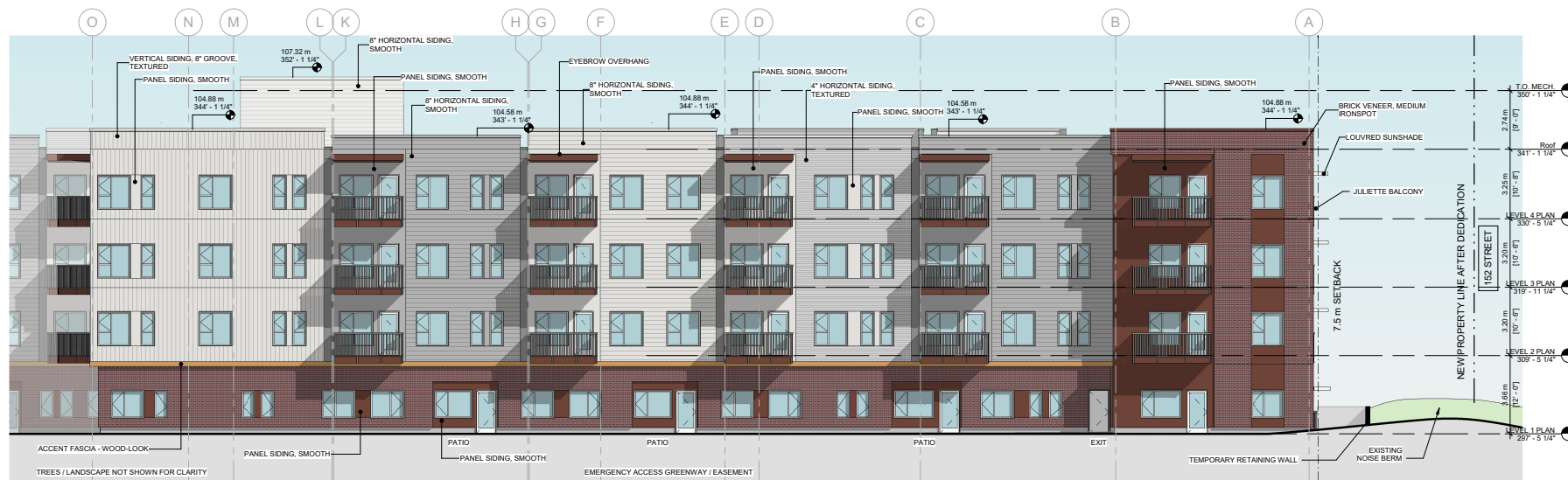
SHEET NUMBER

DP 303

ISSUE DATE

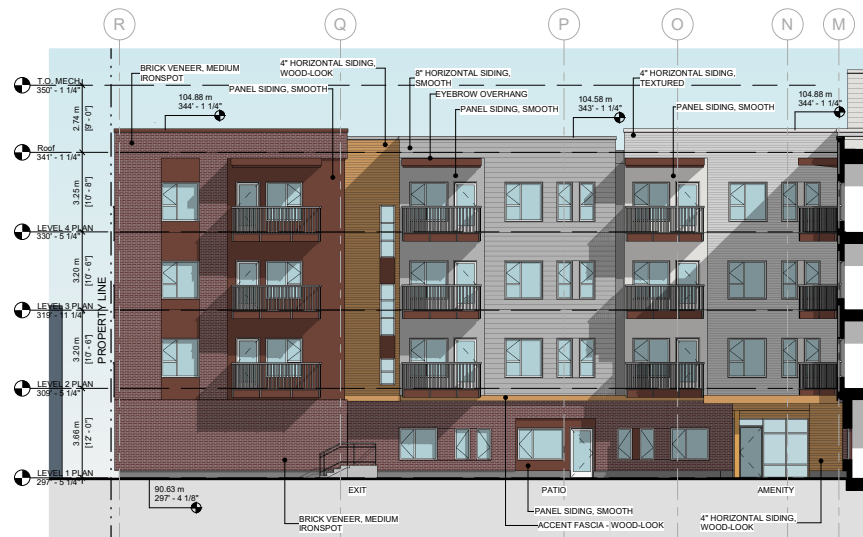
31 MARCH 2020

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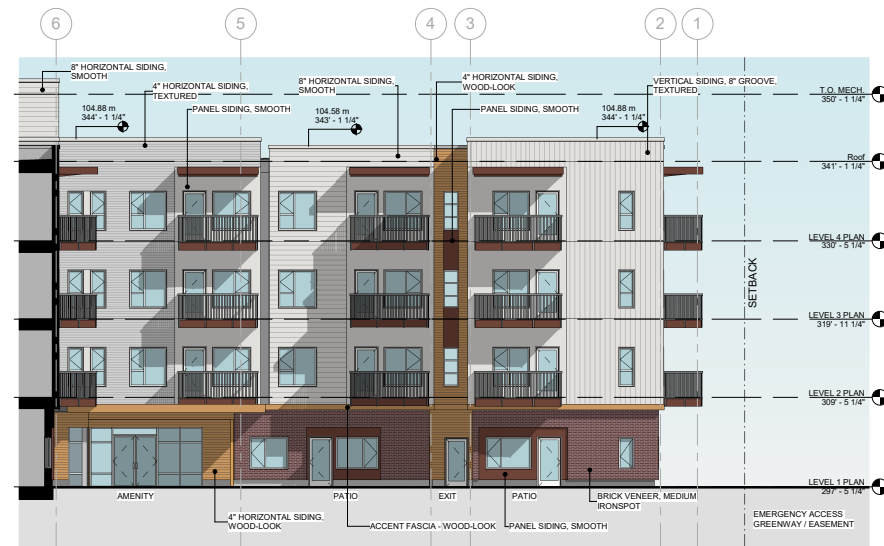
1 NORTH ELEVATION - RIGHT

1 : 100



2 NORTH ELEVATION - NORTH COURTYARD

1 : 100



3A EAST ELEVATION - NORTH COURTYARD

1 : 100



CONSULTANT

PROJECT

**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00

89818

OWNER

**METRO VANCOUVER HOUSING CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

DRAWN BY

Checker

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DATE

DESCRIPTION

A 05 Feb 2020 Submission for ADP

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DRAWING SET DESCRIPTION

**DEVELOPMENT PERMIT**

No.

DATE

DESCRIPTION

A 05 Feb 2020 Submission for ADP

B 31 Mar 2020 Development Permit Resubmission

SHEET TITLE

Exterior Elevations

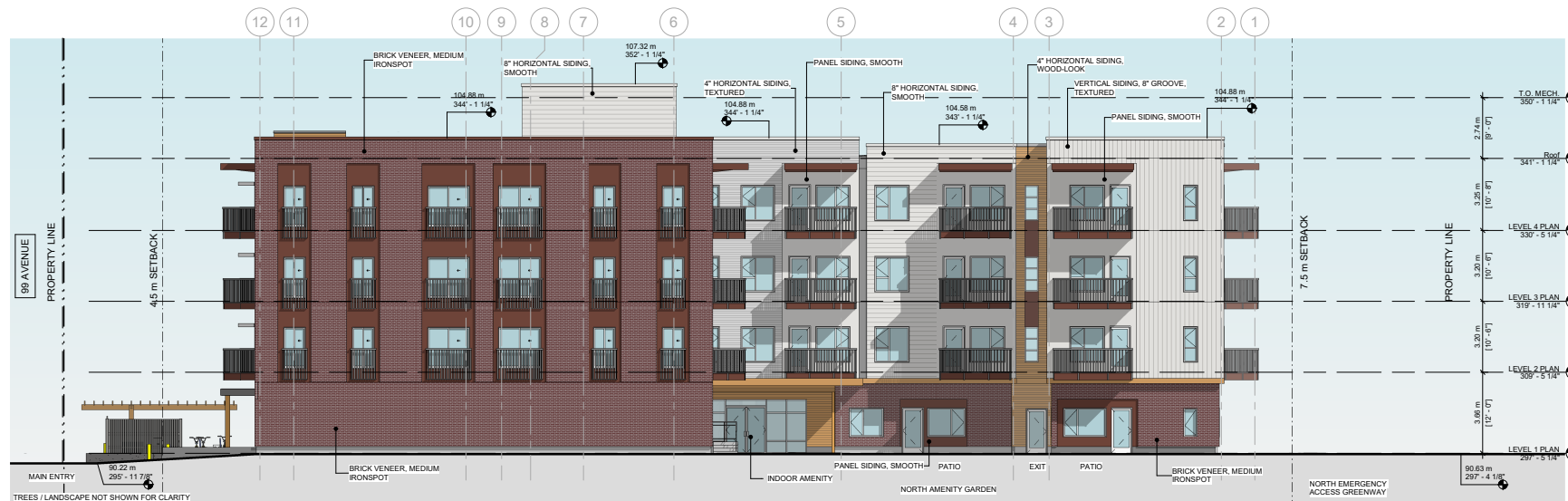
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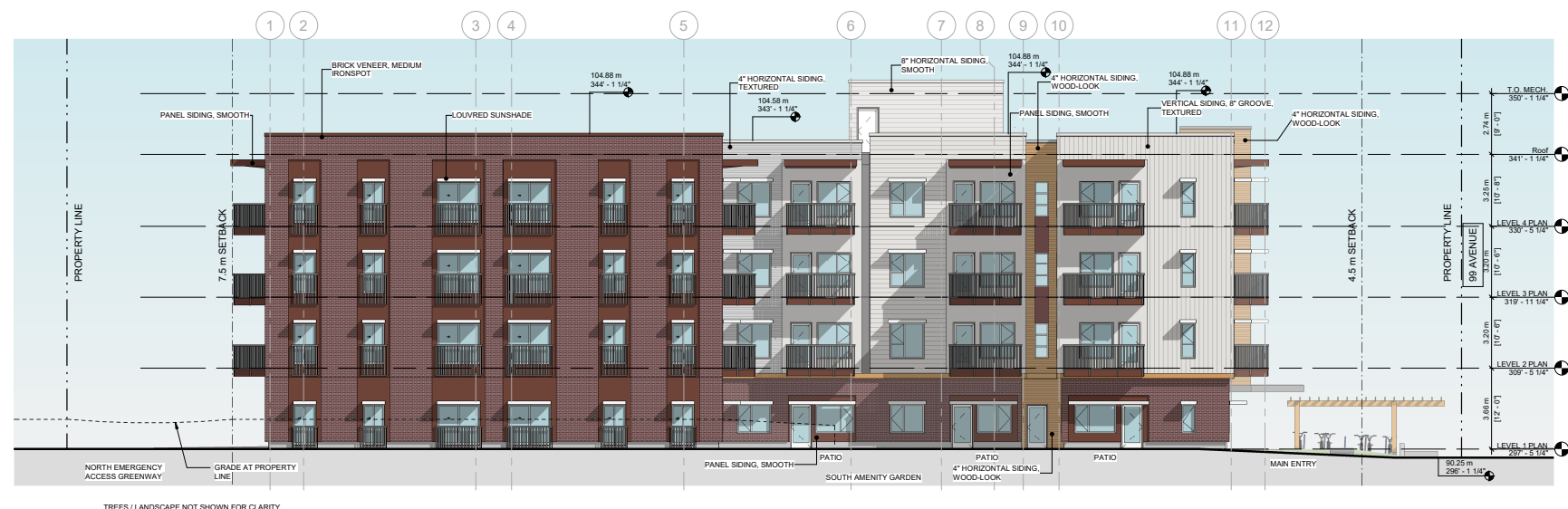
ISSUE DATE

31 MARCH 2020

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**1 EAST ELEVATION**  
1 : 100



**2 WEST ELEVATION**  
1 : 100



CONSULTANT

PROJECT

**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00

89818

OWNER

**METRO  
VANCOUVER  
HOUSING  
CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

DRAWN BY

Checker

CHECKED BY

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**DEVELOPMENT  
PERMIT**

No	DATE	DESCRIPTION
A	05 Feb 2020	Submission for ADP
B	31 Mar 2020	Development Permit Resubmission

SHEET TITLE

**SAMPLE BOARD**

SHEET NUMBER

**DP 500**

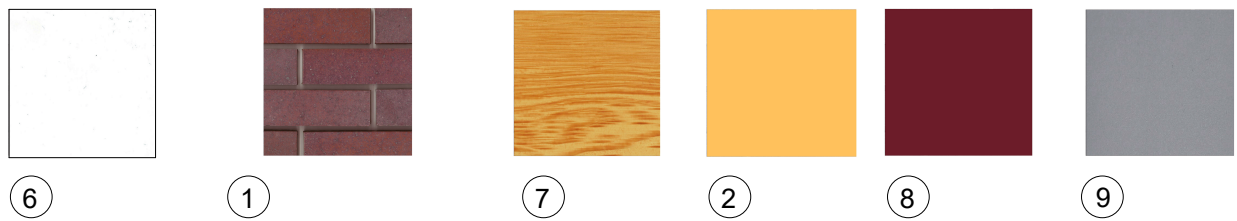
ISSUE DATE

31 MARCH 2020

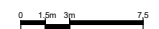
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**1 SOUTH ELEVATION - OVERALL**  
1:150



1. MEDIUM IRONSPOT BRICK [ENDICOTT CLAY PRODUCTS]
2. YELLOW ACCENT COLOUR - FIBER CEMENT PANEL + FASCIA
3. FIBER CEMENT LAP SIDING - GREY WOOD TEXTURE [WOODTONE]
4. FIBER CEMENT LAP AND PANEL SIDING - DARK GREY COLOUR
5. FIBER CEMENT LAP AND PANEL SIDING - LIGHT GREY COLOUR
6. VINYL WINDOWS AND ALUMINIUM SUNSHADES - WHITE
7. FIBER LAP CEMENT - COLOR WOOD TEXTURE [WOODTONE]
8. DARK RED ACCENT COLOUR - FIBER CEMENT PANEL + FASCIA
9. ALUMINUM RAILINGS AND GUARD GATE - DARK GREY







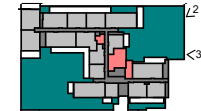
1- VIEW FROM INTERSECTION OF 152ST AND 99AVE



2- NORTH AMENITY GARDEN



3- NORTH AMENITY GARDEN - LOOKING TOWARD INTERIOR AMENITY



KEYPLAN

CONSULTANT

PROJECT  
**Kingston Gardens**

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00  
89818

OWNER

**METRO VANCOUVER HOUSING CORPORATION**

PROFESSIONAL SEAL

DESIGN TEAM  
A/H  
PRINCIPAL  
P/M  
PROJECT MANAGER  
S/C  
PROJECT ARCHITECT  
Author  
DRAWN BY  
Checker  
CHECKED BY

DRAWING SET DESCRIPTION  
**DEVELOPMENT PERMIT**

No	DATE	DESCRIPTION
A	05 Feb 2020	Submission for ADP
B	31 Mar 2020	Development Permit Resubmission

SHEET TITLE  
**PERSPECTIVES**

SHEET NUMBER  
**DP 700**

ISSUE DATE  
31 MARCH 2020

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CONTRACTOR

PROJECT

## Kingston Gardens

15243 99 Avenue, Surrey

City of Surrey File No. 7919-0132-00

89818

OWNER

## METRO VANCOUVER HOUSING CORPORATION

PROFESSIONAL SEAL

DESIGN TEAM

AH

PRINCIPAL

PM

PROJECT MANAGER

SC

PROJECT ARCHITECT

Author

DRAWN BY

Checker

CHECKED BY

DRAWING SET DESCRIPTION

## DEVELOPMENT PERMIT

No	DATE	DESCRIPTION
A	05 Feb 2020	Submission for ADP
B	31 Mar 2020	Development Permit Resubmission

SHEET TITLE

## PERSPECTIVES

SHEET NUMBER

# DP 701

ISSUE DATE

31 MARCH 2020

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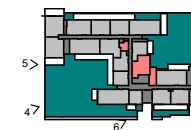
4- SOUTH AMENITY GARDEN



5- SOUTH AMENITY GARDEN - LOOKING TOWARD EAST

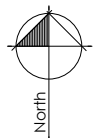
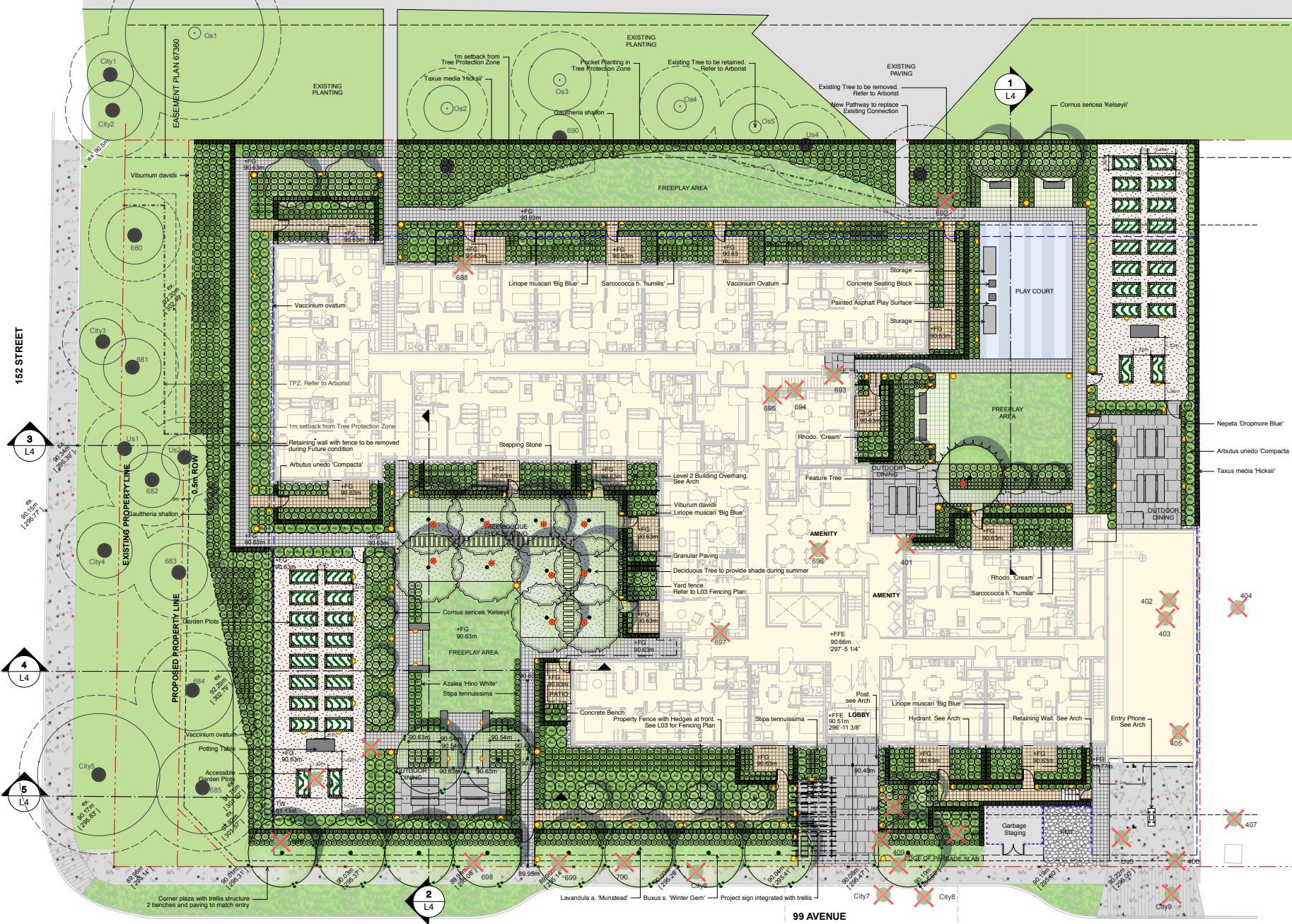


6- 99AVE LOOKING TOWARD MAIN ENTRANCE



KEYPLAN





- 4 31 MAR 20 Council Review
- 3 23 MAR 20 DP
- 2 05 FEB 20 ADP
- 1 30 APR 19 Rezoning
- no. 1 site. Item:

Revisions:

**ok** DURANTE KRAUK LTD.  
 102 - 11627 West 5th Avenue  
 Vancouver BC V6J 1N5  
 T: 604 684 4611  
 F: 604 684 0577  
 www.ok.bc.ca

Project:  
**KINGSTON GARDENS**  
 15385 99 Ave, Surrey, BC

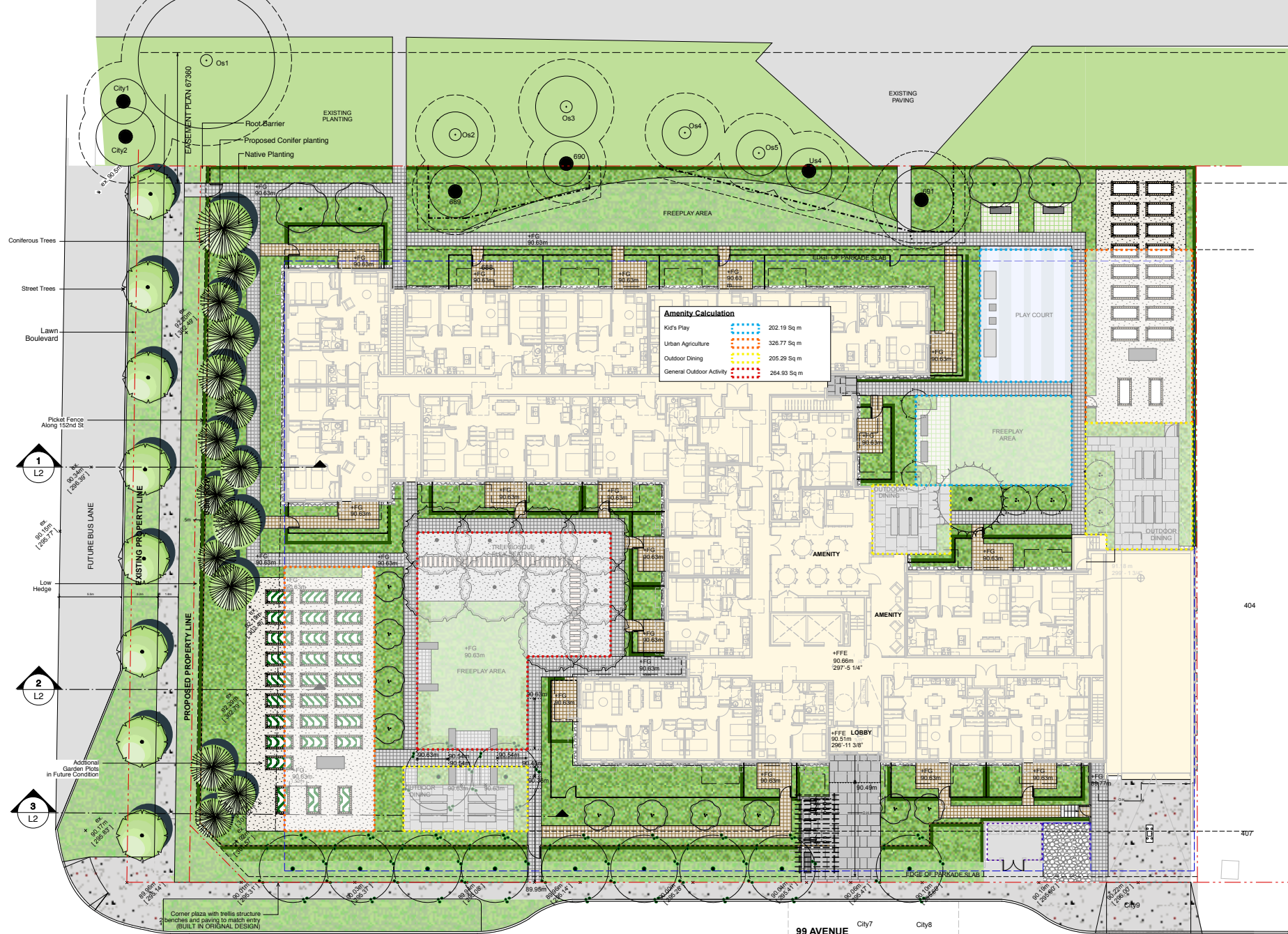
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 Checked by: DC  
 Date: 24 JANUARY 2020  
 Scale: 1:150  
 Drawing Title:

**Interim Landscape Plan**

Project No.:  
**18033**

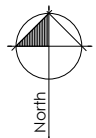
Sheet No.:





**Amenity Calculation**

Kid's Play	202.19 Sq m
Urban Agriculture	326.77 Sq m
Outdoor Dining	205.29 Sq m
General Outdoor Activity	264.93 Sq m



- 4 31 MAR 20 Council Review
  - 3 23 MAR 20 DP
  - 2 05 FEB 20 ADP
  - 1 30 APR 19 Rezoning
- no. | date. | item.
- Revisions:

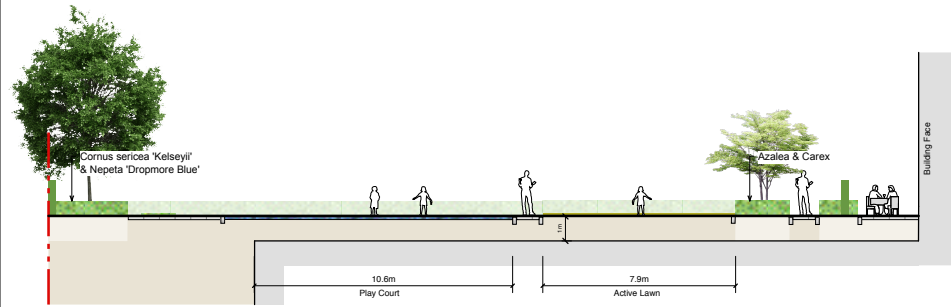
**dk** Durante Kruck Ltd.  
 102 - 1037 West 5th Avenue  
 Vancouver BC V6J 1N5  
 T: 604 684 4611  
 F: 604 684 0577  
 www.dk.bc.ca

Project:  
**KINGSTON GARDENS**  
 15385 99 Ave, Surrey, BC

Drawn by: WH  
 Checked by: DC  
 Date: 24 JANUARY 2020  
 Scale: 1:150  
 Drawing Title:

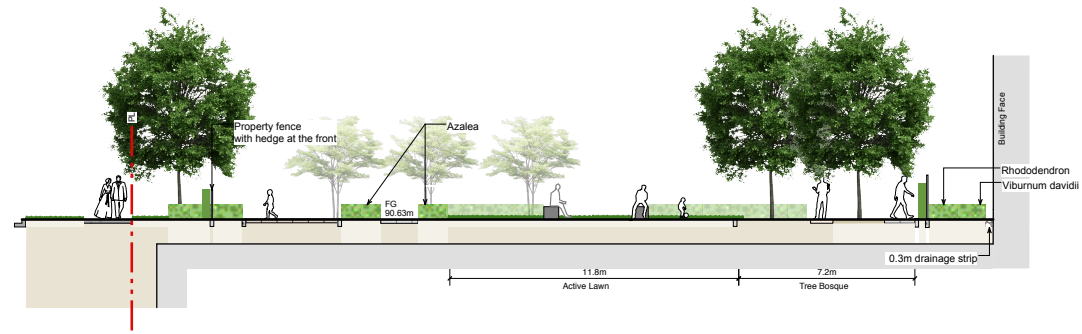
**Future Landscape Plan**

Project No.:  
**18033**  
 Sheet No.:



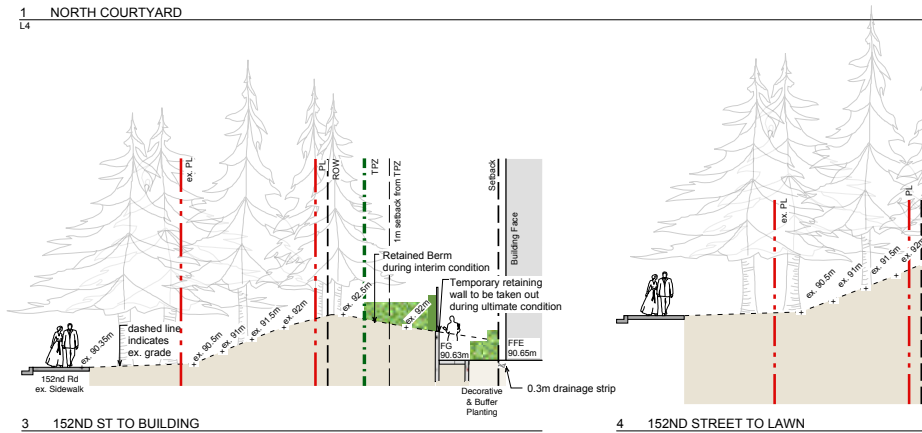
1 NORTH COURTYARD

L4



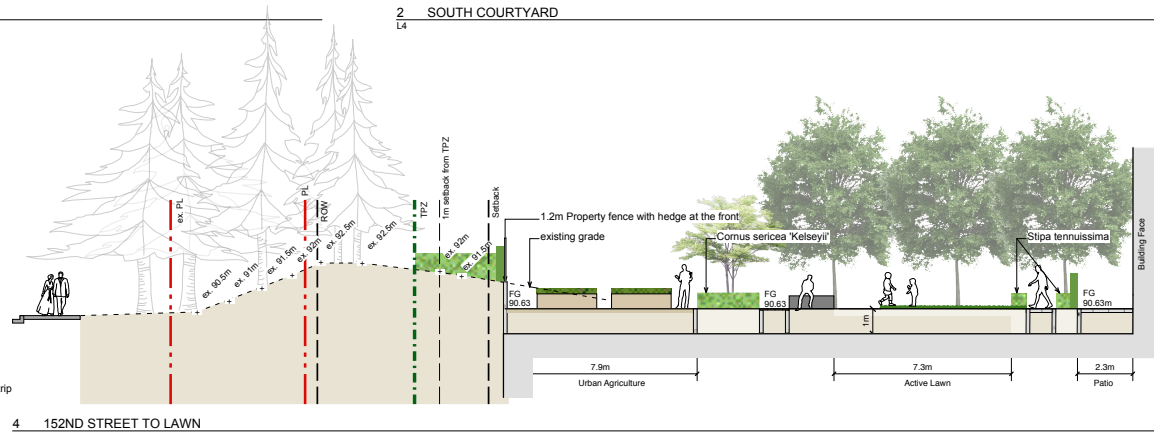
2 SOUTH COURTYARD

L4



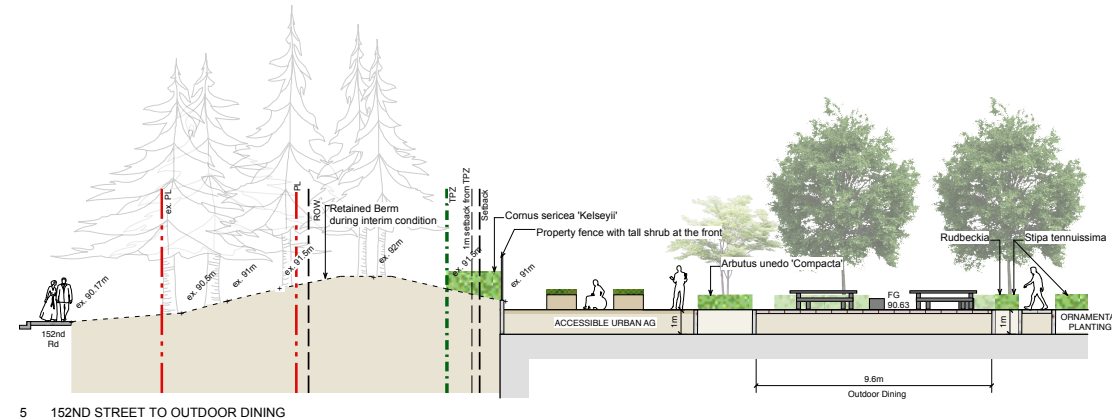
3 152ND ST TO BUILDING

L4



4 152ND STREET TO LAWN

L4



5 152ND STREET TO OUTDOOR DINING

L4

- 4 31 MAR 20 Council Review
- 3 23 MAR 20 DP
- 2 05 FEB 20 ADP
- 1 30 APR 19 Rezoning
- no. 1 scale: 1:50m

Revisions:



Project:

**KINGSTON GARDENS**  
15385 99 Ave, Surrey, BC

Drawn by: WH

Checked by: DC

Date: 24 JANUARY 2020

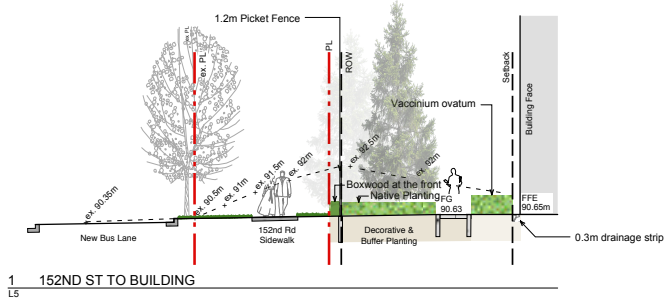
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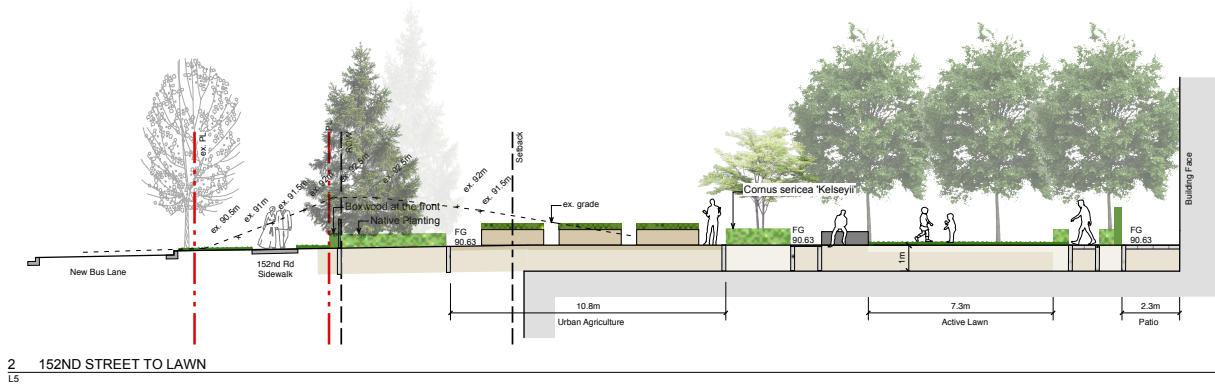
**Interim Landscape Sections**

Project No.:  
**18033**

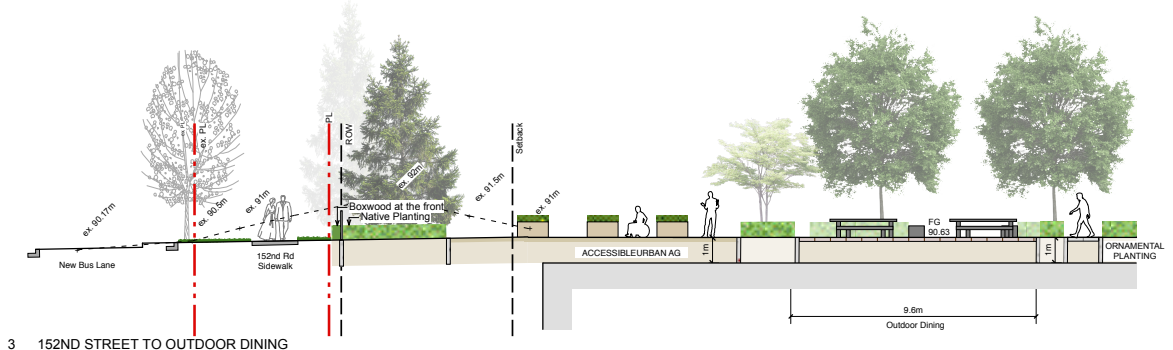
Sheet No.:



1 152ND ST TO BUILDING



2 152ND STREET TO LAWN



3 152ND STREET TO OUTDOOR DINING

Revisions:

4	31 MAR 20	Council Review
3	23 MAR 20	DP
2	05 FEB 20	ADP
1	30 APR 19	Rezoning
no.	scale:	item:



Project:  
**KINGSTON GARDENS**  
**15385 99 Ave, Surrey, BC**

Drawn by:	WH
Checked by:	DC
Date:	24 JANUARY 2020
Scale:	1:100
Drawing Title:	

**Future Landscape Sections**

Project No.:  
**18033**  
 Sheet No.:

## INTER-OFFICE MEMO

---

TO: **Manager, Area Planning & Development  
- North Surrey Division  
Planning and Development Department**

FROM: **Development Services Manager, Engineering Department**

DATE: **April 7, 2020** PROJECT FILE: **7819-0132-00**

---

RE: **Engineering Requirements  
Location: 15243 99 Avenue**

### REZONE/SUBDIVISION

#### *Property and Right-of-Way Requirements*

- Dedicate 5.5-metre along 152 Street plus an additional 0.5-metre statutory right-of-way (SRW).
- Dedicate 5.0-metre x 5.0-metre corner cut at 152 Street and 99 Avenue.
- Provide 0.5-metre SRW along 99 Avenue, along development lot frontage.

#### *Works and Services*

- Construct north side of 99 Avenue to the through local road standard.
- Provide the proposed lot with a storm, water, and sanitary service connection to a fronting City main.
- Register restrictive covenant on the remaining lot for No Build until redevelopment to ensure that road dedication and works and services are completed with the future redevelopment.

A Servicing Agreement is required prior to Rezone/Subdivision.

### DEVELOPMENT PERMIT

There are no engineering requirements relative to issuance of the Development Permit beyond those noted above.



Tommy Buchmann, P.Eng.  
Development Services Manager

SK2



March 10, 2020  
Planning

**School Enrolment Projections and Planning Update:**  
The following tables illustrate the enrolment projections (with current/approved ministry capacity) for the elementary and secondary schools serving the proposed development.

William F. Davidson Elementary is in a maturing neighbourhood. As of 2019, there has been many rezoning applications submitted looking to increase housing density within this catchment and to the north in the Harold Bishops catchment. In particular, this submission focuses on purpose built multifamily rental housing which can signal higher counts of elementary enrolment. The graph does not take into account all the proposed DP applications currently in the area as of yet. Future proposed development enrolment will likely start to reverse the current declining trend to a modest growth trend over the next 10 years. Currently, the school can accommodate any growth within the building's existing capacity, no additions are being considered at this time.

Johnston Heights also serves a maturing neighbourhood and it is showing the same enrolment trend as its' feeder schools; stable and level. The school currently operates a District IB Middle Program that has stabilized the enrolment. Because current and future enrolment demand can be accommodated by the school's existing capacity, no additions are being considered at this time.

**THE IMPACT ON SCHOOLS**

**APPLICATION #:** 19 0132 00

**SUMMARY**

The proposed 85 lowrise units are estimated to have the following impact on the following schools:

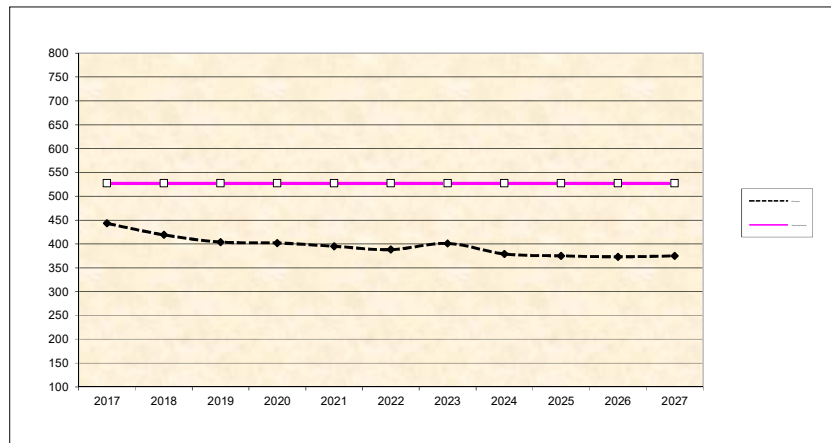
**Projected # of students for this development:**

Elementary Students:	15
Secondary Students:	6

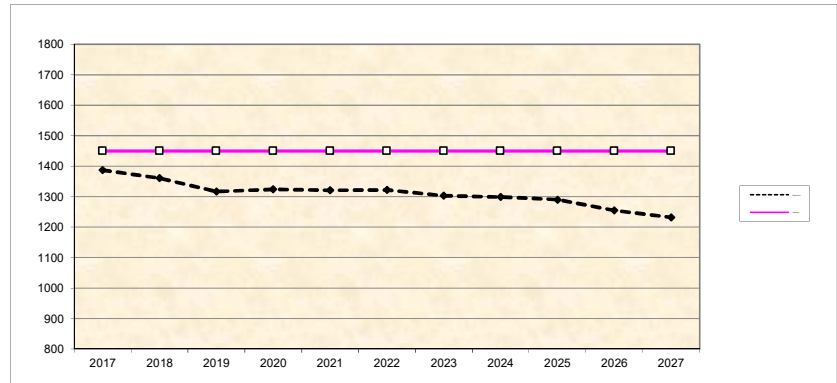
**September 2019 Enrolment/School Capacity**

<b>William F. Davidson Elementary</b>	
Enrolment (K/1-7):	36 K + 368
Operating Capacity (K/1-7)	38 K + 489
<b>Johnston Heights Secondary</b>	
Enrolment (8-12):	1317
Capacity (8-12):	1450

**William F. Davidson Elementary**



**Johnston Heights Secondary**



\* Nominal Capacity is estimated by multiplying the number of enrolling spaces by 25 students.  
Maximum operating capacity is estimated by multiplying the number of enrolling spaces by 27 students.

## 4.0 Tree Preservation Summary

Table 2: City of Surrey tree preservation summary table for on-site and off-site trees, including the number of replacement trees proposed.

Surrey Project Number: Unknown

Site Address: Kingston Gardens 15243 99 Ave, Surrey

Registered Arborist: Max Rathburn

On-Site Trees	Number of Trees
<b>Protected Trees Identified</b> (On-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas)	<b>41</b>
<b>Protected Trees to be Removed</b>	<b>30</b>
<b>Protected Trees to be Retained</b> (excluding trees within proposed open space or riparian areas)	<b>10</b>
<b>Total Replacement Trees Required:</b> - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 0 X one (1) = 0 - All other Trees Requiring 2 to 1 Replacement Ratio 30 X two (2) = 60	<b>60</b>
<b>Replacement Trees Proposed</b>	<b>0</b>
<b>Replacement Trees in Deficit</b>	<b>0</b>
<b>Protected Trees to be Retained in Proposed Open Space / Riparian Areas</b>	<b>0</b>

Off-Site Trees	Number of Trees
<b>Protected Off-Site Trees to be Removed</b>	<b>0</b>
<b>Total Replacement Trees Required:</b> - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio X one (1) = 0 - All other Trees Requiring 2 to 1 Replacement Ratio X two (2) = 0	<b>0</b>
<b>Replacement Trees Proposed</b>	<b>0</b>
<b>Replacement Trees in Deficit</b>	<b>0</b>

Summary, report and plan prepared and submitted by



Signature of Arborist

January 16 2020

Date



**Present:**

**Panel Members:**  
B. Howard, Chair  
A. Kenyon  
K. Shea  
L. Mickelson  
M. Patterson  
R. Drew  
W. Chong

**Guests:**

Bonnie Vahabi, VIA Architecture  
Peg MacDonald, Via Architecture  
Dylan Chernoff, Durante Kreuk Ltd.  
Gwyn Vose, IBI Group  
Jesse Arora, Zubin Billimoria, Pieush Verma, DF  
Architecture Inc.  
Mary Chan Yip, PMG Landscape Architects  
Parm Dhaliwal, Steelix Builders Group Ltd.  
Lori Gray, Leigh Rollins, Julia Dugaro, Metro Vancouver  
Housing Corp.  
Travis Martin, VDZ+A  
Yashpal Parmar, Guildford Brook Estates

**Staff Present:**

A. McLean, City Architect  
N. Chow, Urban Design Planner  
S. Maleknia, Urban Design Planner  
C. Eagles, Administrative Assistant

**A. RECEIPT OF MINUTES**

It was Moved by M. Patterson  
Seconded by W. Chong  
That the minutes of the Advisory Design  
Panel meeting of January 30, 2020 be received.  
Carried

**B. NEW SUBMISSIONS****3. Time: 6:00 p.m.**

File No.: 7919-0132-00  
Address: 15243 - 99 Avenue  
New or Resubmit: New  
Last Submission Date: N/A  
Description: Rezoning, subdivision and Form & Character DP to  
permit one 4-storey market rental apartment building  
containing approximately 85 dwelling units with  
underground parking.  
Developer: Lori Gray, Leigh Rollins, Julia Dugaro, Metro Vancouver  
Housing Corp.  
Architect: Peg MacDonald, Via Architecture  
Landscape Architect: Dylan Chernoff, Durante Kreuk Ltd.  
Planner: Misty Jorgensen  
Urban Design Planner: Sam Maleknia

The Urban Design Planner advised that 10% of units will be fully accessible.



The Project Architect presented an overview of the site and building plans, streetscapes and elevations.

The Landscape Architect presented an overview of the general concept for the Landscape plans.

#### ADVISORY DESIGN PANEL STATEMENT OF REVIEW

It was Moved by W. Chong  
Seconded by A. Kenyon  
That the Advisory Design Panel (ADP)  
SUPPORT the project and recommends that the applicant address the following issues to the satisfaction of the Planning & Development Department and recommend that the landscaping submission return to staff for further development.

Carried

*L. Mickelson left the meeting at 7:00 p.m.*

Key Points:

- Consider increasing the number of bicycle stalls at grade.
  - **The number of bicycle stalls are increased from eight to ten.**
- Consider managing stormwater on site.
  - **Site stormwater volume is currently managed on site through a detention tank, north of the site.**
- Reconsider suites layout at inside corners.
  - **West inside corner unit layouts are revised to address the overlook issues. Two-bedroom and one-bedroom unit positions are switched so that the second bedroom wraps the corner. Janitor, Mechanical and Laundry rooms are revised to suit.**
  - **East inside corner unit layouts remain as is. Adjacent bedrooms use multiple narrow windows to reduce opportunities for overlook sightlines between suites.**
- Consider simplifying use of colour in the project.
  - **Number of colours is reduced. Use of gold wood tone and complementary yellow is strategically located at entrance and exit points, including the main entry on 99<sup>th</sup> and at the corridor end insets.**
- Consider providing play equipment for young children.
  - **Based on client's experience, play courts and flexible play areas are more frequently used by various ages and are more popular with families. A play court and a free play area is provided in the north courtyard.**
- Reconsider the material, size and placement of public seating trellis.
  - **Public seating trellis is integrated with the entrance design.**
- Recommend relocating the placement of conifers.

- **Conifers are relocated to the street edge.**
- Reconsider design and colour of entry canopy.
  - **Entrance canopy design and bike/seating canopy is revised. Entry canopy is integral / connected to the building's façade. It is lower than the balcony above to support drainage and constructability. Trellis over bicycle parking extends to the street and signage area.**
- Reconsider building interfaces in the ultimate condition along 152 Street.
  - **Connecting the building / living space for the three-bedroom units on the west side to 152 Street is not practical. As the road widening and berm removal is not projected to occur in the next 10 years, these units are designed to face the active landscaped areas to connect the families to the building's community.**
  - **For security reasons, the Owner does not wish to connect these units to 152 Street by more direct means than the northern gate to the perimeter pathway.**
  - **The perimeter fence and hedge are designed to be 1.2m tall to act as a signal of public vs. private space.**

#### Site

- Consider relocating the pathway at the ground bedroom unit west of the lobby.
  - **Pathway to be pushed south and with greater screening with landscaping to avoid overlook to the adjacent unit.**
- Recommend a small play area for young children.
  - **Based on client's experience, play courts and flexible play areas are more used by various ages and are more popular by families. A play court and a free play area is provided in the north courtyard.**

#### Form and Character

- Consider stronger reveal to break the facades more.
  - **Reveals are made wider to strengthen the break in the facades. Width of reveals will be minimum 14" / 350mm to facilitate constructability.**
- Recommend additional seating in lobby.
  - **Additional seating is provided in the lobby. Bench seating is provided adjacent to mailboxes. Seating is not provided in vestibule for building code reasons.**
- Consider altering the colours on balconies.
  - **Number of colours on balconies is reduced; balcony fascia and eyebrow accent colour is uniform throughout.**
- Consider interaction and overlook issues on the inner corner units, consider making inner corner unit one large unit.
  - **Corner units are revised to address the overlook issues. The two-bedroom unit is wrapped around the corner to avoid overlook between the two adjacent units.**
- Recommend integration of the entry canopy with the building.

- **Entrance canopy design is revised to integrate with the building. A separate canopy/trellis is provided for the bike stalls and seating area.**
- Simplify the soffit and fascia. Recommend removing the yellow fascia color on the balconies.
  - **Number of colours is reduced. Use of yellow is limited to the entrance and corridors.**
- Consider keeping the reveal materials consistent. Bring the reveal all the way down to give appreciation to the ground floor.
  - **Please see attached the study regarding bringing the reveals down to ground floor. Since the ground floor has a unique layout, different from level 2-4, the units do not necessarily stack. This causes the reveals on ground floor to be too close to windows and/or affect the number of window types or unit types significantly.**
- Recommend more seating in the lobby.
  - **Seating is provided in the lobby. Bench seating is provided adjacent to mailboxes.**
- Recommend the trellis at southwest corner be designed as part of the overall building design and given appropriate attention to detail and scale or relocate it next to the lobby.
  - **Public seating trellis is integrated with the building entrance design.**
- It was noted that the brick is strong and appropriate material.
  - **Noted.**
- The brick on the ends is supported.
  - **Noted.**
- Consider a roof amenity or green roof.
  - **A green roof would increase the construction and maintenance cost significantly.**

#### Landscape

- Reconsider planting in the courtyard and areas where there may be higher activity. Consider removing some of the plantings adjacent to the active use landscape spaces.
  - **Noted. Landscape plan is revised to reflect the changes.**
- Consider placement of the planting of conifers.
  - **Conifers are relocated to the street edge.**
- Consider adding programming to the large lawn panel on the north side of building.
  - **Based on client's experience, flexible play areas are more used by various ages and are more popular by families. A free play area is provided in the north courtyard, including storage for toys and play equipment.**
- Consider the plaza next to the lobby.
  - **Public seating area is integrated into the entrance design.**

#### CPTED

- No specific issues were identified.
  - **Noted.**

Sustainability

- Consider a rain garden on the passive storm water system with consideration of the future stream of the bio swale.
  - **Based on the City's plans to extend roadways and lanes, the bio swale will likely be removed in the future. As designed, all site stormwater is managed with an internal system that includes a detention tank and permeable planting.**

Accessibility

- The 10% of fully accessible units is supported.
  - **Noted.**

**C. NEXT MEETING**

The next Advisory Design Panel is scheduled for Thursday, February 27, 2020 at Surrey City Hall in 2E Community Room B.

**D. ADJOURNMENT**

The Advisory Design Panel meeting adjourned at 7:12 p.m.

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Jennifer Ficocelli, City Clerk

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R. Drew, Chair

April 9, 2020

City of Surrey Planning and Development Department  
2<sup>nd</sup> Floor, Surrey City Hall  
13450 104 Avenue  
Surrey, BC V3T 1V8

Dear Misty Jorgensen

**Re: Kingston Gardens (15243 99 Avenue) - Unit Affordability, Tenant Communication and Relocation**

Metro Vancouver Housing Corporation (MVH) is a non-profit affordable housing organization owned by the Metro Vancouver Regional District. MVH supports diverse, mixed-income communities, primarily for families, seniors, and people with special housing needs. With 49 sites across the region, MVH provides over 3,400 units to support over 9,400 tenants.

All of our housing rents, including the new housing to be constructed at Kingston Gardens, are below market rents. Around 30% of our housing consists of Rent-Geared-to-Income in which the rent is not greater than 30% of the tenant's gross household income; the remainder is provided at the Low-End-of-Market, which is approximately 10% to 20% below market rents. There is an income and asset threshold for both types of housing to ensure our housing supports those who need it most.

Kingston Gardens, located between 152 Street/154 Street and 99 Avenue/100 Avenue in Surrey is one of the above noted properties. The current development proposal is for a section of this larger complex to be subdivided to allow for replacement of 24 two and three-bedroom townhomes, deconstructed in summer/fall of 2019, that provided 65 bedrooms with an apartment building consisting of 85 new one to four-bedroom units containing 180 bedrooms. The proposed development and the existing 168 townhomes on the property will be owned and managed by MVH.

**Existing Property Addresses & Legal Description**

Property Addresses:      15243 99th Avenue – units #1, #2, #3 and #4  
                                     15247 99th Avenue – units #5, #6, #7, #8, #9, #10, #11 and #12  
                                     15251 99th Avenue – units #14, #15, #16 and #17  
                                     15253 99th Avenue – units #18, #19, #20 and #21  
                                     15255 99th Avenue – units #22, #23, #24 and #25 15243, 152 99 Avenue, Surrey, BC

Legal Description:        Lot 212 Section 33 Block 5 North  
                                     Range 1 West New Westminster District Plan 60058  
                                     PID: 007-797-991

## Tenant Relocation

### Tenant Relocation Coordinator

The tenant relocation coordinator has been and will continue to be the prime contact for residents that have been relocated to allow for the redevelopment of the Kingston Gardens site.

Contact information for MVH's Tenant Relocation Coordinator is listed below:

Name: Mary Ricci  
Email: [Mary.Ricci@metrovancover.org](mailto:Mary.Ricci@metrovancover.org)  
Name: 604-451-6155

### Financial Compensation & Relocation Details

The original buildings comprised a total of twenty-four units with sixty-five bedrooms. All twenty-four units were vacant by July, 2019 and were deconstructed in the summer/fall 2019. A detailed spreadsheet including tenant information, unit size, move in/out dates, rental rates, compensation. is enclosed for reference.

The following is a summary of the tenant relocation plan that was reviewed and accepted by the City of Surrey in December 2018:

- Twenty-four long term tenants and seven short term tenants were relocated between September 2017 and July 2019. MVH has paid for moving expenses for all short and long-term tenants who have relocated and have provided receipts.
- Of the twenty-four long term tenants, seventeen were relocated to other units in the same complex, five were relocated to other MVH properties, one purchased a property, and one did not provide a forwarding address. All long term tenants that have been relocated have been offered the right of first refusal to the new Kingston Gardens apartment units.
- Seven of the units were rented on a short term basis once the original tenants were relocated. Five of these tenants were relocated to other MVH properties and two were relocated to other units in the same complex. These tenants entered into rental agreements with the understanding that they would have to relocate as these units were to be redeveloped and have not been offered right of first refusal.
- One tenant was provided 3 months free rent as this tenant declined all offers to rehouse within MVH's housing portfolio. This tenant was offered relocation opportunities at three different units in the Kingston Gardens complex and nine units within MVH's housing portfolio. Four of the units offered within MVH's portfolio were also located in Surrey. Financial compensation for rent was not required for other tenants as the remainder of tenants were re-housed with the same housing provider or are no longer renting in the private sector.

- The two tenants in the units adjacent to the new building were offered the option to relocate as the construction of the new building may be disruptive. One of the tenants accepted this option and has been relocated within the complex and has been offered the right of first refusal. The other tenant has elected to remain in their unit. If this tenant requests to relocate during the construction of the new building, MVH will endeavor to offer other units within the complex if they become available.
- All existing long term tenants including the two tenants in the adjacent units will be offered units in the new building based on the number of bedrooms required to accommodate their family. This will be based on the number, ages, and gender of tenants. Six of the existing long term tenants are part of MVH’s rent-g geared-to-income (RGI) program will be offered new units at rental rates that are 30% of their gross household income at the point of move in, provided the RGI program requirements are met.. These tenants currently contribute between \$410 and \$510 towards rent per month for two and three bedroom units. The remaining long term tenants will be offered units in the new building at a maximum of 10% below average market rent, as defined by the most recent, applicable Canada Mortgage and Housing Corporation (CMHC) Rental Market Report.

**Communication and Notices**

In late 2016, MVH held a meeting with the tenants of the Kingston Gardens complex to discuss the potential of developing the northeast corner of the property (Kingston 3 – area at Building E as noted on drawing DP-102). A notice was provided to all Kingston Gardens tenants in early 2017 indicating the originally proposed development area had changed to the southwest corner of the property (Kingston 1). This is the current development area as shown in the development application.

Two additional meetings were held in late 2017 that described the area to be developed and the possible impacts on the tenants, including relocation of the existing tenants. Additional notices and information related to relocation were provided to the tenants to be relocated in late 2017. Copies of the notices and meeting announcements that were distributed to tenants are enclosed for reference.

An additional meeting will be held with the tenants during the development permit application process to provide an update on the number of units to be constructed, building design, anticipated construction timeline and possible impacts to current residents of the adjacent buildings.

A summary of notices or updates that have been provided or will be provided to existing tenants during the planning, approvals, and construction stages of the project is included below:

<b>Stage</b>	<b>Notification</b>	<b>Date</b>	<b>Status</b>
Concept	Community information meeting to discuss possible redevelopment of northeast corner of Kingston Gardens.	December 1, 2016	Complete
Concept	Letter to tenants indicating proposed development area to be southwest corner of Kingston Gardens and earliest start of development would be in 2018	February 7, 2017	Complete
Concept	Tenant meeting for Kingston Gardens 1 tenants (southwest corner of property to be	October 25, 2017	Complete

	redeveloped) to discuss development and impacts including relocation		
Concept	Second tenant meeting for Kingston Gardens 1 tenants to discuss development and impacts including relocation	November 1, 2017	Complete
Concept	Letter to Kingston 1 tenants not in attendance at meetings requesting tenants to contact MVH as the proposed redevelopment directly affects their household	November 6, 2017	Complete
Concept	Relocation offers to existing tenants	September 2017 – June 2019	Complete
Demolition Permit	4 Month Notice to end Tenancy issued to final remaining tenant	February 1, 2019	Complete
Development/Building Permit Application	Development signs posted	March 2020	Complete
Development/Building Permit Application	Meeting for all tenants relocated to allow for development and remainder of Kingston Gardens tenants to discuss project design, schedule, and impacts	Spring 2020	Planned
Construction	1 on 1 meetings to be held with all returning tenants relocated from original townhome buildings to determine suite selections, rental agreements, moving dates, rental rates etc.	Nearing completion of construction	Planned

*All notices and meeting invitations are hand delivered to each unit a minimum of 5 days before meeting dates.*



## Affordable Rental Units

The following outlines the affordability of the 85 new units that will be constructed with an anticipated occupancy date of spring/summer 2022:

- The income threshold for all tenants will be based on the BC Housing low to moderate income thresholds which are currently \$74,150 for units with less than two bedrooms and \$113,040 for units with two or more bedrooms.
- Metro Vancouver proposes that a minimum of 24 of the 85 units will be rented at affordable rates. The affordable rental units will be a mix of one, two, and three bedroom units. The affordable units will be rented at a maximum of 10% below average market rent, as defined by the most recent, applicable Canada Mortgage and Housing Corporation (CMHC) Rental Market Report. The current (2019) CMHC rental housing data lists the current average monthly apartment rental rates for the City of Surrey as the following:
  - Bachelor or Studio \$918
  - 1 Bedroom \$1,020
  - 2 Bedroom \$1,214
  - 3 + Bedroom \$1,346
- The remaining 61 units will be rented at a maximum of 10% below market rents in the surrounding area.
- MVH will review the rental rates and income thresholds and will provide updates for each of the affordable rental units in a format approved by the City of Surrey on an annual basis.
- A Housing Agreement, as agreed upon with the City of Surrey will be registered on title.

This project will provide 85 residential rental units to the residents of the City of Surrey, all of which will be rented at below market rates. This building will provide an additional 61 residential rental units and 115 bedrooms in addition to the 24 units and 65 bedrooms that were previously located on the development site.



Lori Gray, Dipl.T.

cc: Leigh Rollins, Jason Hingley, Jade Hume, Julia Dugaro, Ulryke Weissgerber

Encl:

Summary of Tenant Information – Kingston Gardens 1 Relocated Tenants  
Tenant Notices, Meeting Sign-In Sheets, City of Surrey Correspondence Related to Tenant Relocation

CITY OF SURREY

BYLAW NO. 20051

A bylaw to authorize the City of Surrey to enter into a Housing Agreement  
.....

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

AND WHEREAS Section 483 of the Local Government Act, R.S.B.C. 2015 c.1, as amended (the "*Local Government Act*"), empowers the Council or the City of Surrey to enter into a housing agreement.

NOW, THEREFORE, the Council of the City of Surrey, enacts as follows:

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

Metro Vancouver Housing Corporation  
4330 Kingsway  
Burnaby, BC V5H 4G8

and with respect to that certain parcel of lands and premises, in the City of Surrey, more particularly known and described as:

Parcel Identifier: 007-797-991  
Lot 212 Section 33 Block 5 North Range 1 West New Westminster District Plan 60058

(15243 – 99 Avenue)

(the "Lands");

- 2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.
- 3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

4. This Bylaw shall be cited for all purposes as "The Metro Vancouver Housing Corporation Housing Agreement, Authorization Bylaw, 2020, No. 20051"

PASSED FIRST READING on the    th day of    , 20    .

PASSED SECOND READING on the    th day of    , 20    .

PASSED THIRD READING on the    th day of    , 20    .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

**HOUSING AGREEMENT**  
(Section 483, *Local Government Act*)

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2020

AMONG:

**METRO VANCOUVER HOUSING CORPORATION**, a  
British Columbia corporation having its offices at 4730  
Kingsway, Burnaby, B.C. V5H 0C6

(the “**Owner**”)

AND:

**CITY OF SURREY**, a municipal corporation having its  
offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Owner is the legal and beneficial owner of the Lands (as hereinafter defined);
- B. The Owner submitted an application to the City to rezone the Lands (the “**Rezoning Application**”) from RM-45 (Multiple Residential 45 Zone) to CD (Comprehensive Development Zone) based on the current RM-45 Zone (Multiple Residential 45 Zone) to permit a development on the Lands consisting of one 4-storey building on the Lands (the “**Building**”) containing approximately 85 residential apartment dwelling units ( the “**Rental Units**”) and amenity space all constructed over an underground parkade (the “**Parkade**”), collectively the “**Development**”, together with related improvements;
- C. The Owner must make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to section 483 of the *Local Government Act* to ensure that, during the Term:
  - a. not less than five percent (5%) of the Rental Units (the “**Affordable Rental Units**”) are used only for Affordable Rental Housing;
  - b. the remainder of the Rental Units (being all of the Rental Units other than the Affordable Rental Units) (the “**Market Rental Units**”) are used only for Market Rental Housing;
- D. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements; and
- E. As a condition of the Rezoning By-law (as hereinafter defined) to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions

- (a) “**Affordable Rental Housing**” means Rental Housing that is rented at a rental rate that is equal to or less than 5% of the Market Rental Rate;
- (b) “**Affordable Rental Units**” has the meaning given to it in Recital C;
- (c) “**Agreement**” means this Housing Agreement;
- (d) “**Arbitration Act**” means the *Arbitration Act*, R.S.B.C. 1996, c. 55 (formerly, the *Commercial Arbitration Act*), as amended, replaced, restated, or re-enacted from time to time;
- (e) “**Building**” has the meaning given to it in Recital B;
- (f) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors subcontractors, and volunteers of the City from time to time;
- (g) “**Commencement Date**” means the date that is the first day of the month after an Occupancy Permit has been issued by the City for the Building;
- (h) “**Development**” means the development of the Lands described in Recital B in accordance with the Development Permit;
- (i) “**Development Permit**” means the development permit issued by the City authorizing the Development on the Lands, as amended from time to time;
- (j) “**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- (k) “**Lands**” means the lands and premises legally described as:
  - PID: 007-797-991
  - Legal Description: Block A, Lot 212 Section 33 Block 5 North
  - Range 1 West New Westminster District Plan 60058
- (l) “**Land Title Office**” means the New Westminster Land Title Office;
- (m) “**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;
- (n) “**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;
- (o) “**Market Rental Rate**” means the average rental rate per square foot for the Market Rental Units, as determined from time to time by the Owner;
  - (p) “**Market Rental Housing**” means Rental Housing that is rented at market rates, as the same may be determined from time to time by the Owner;
  - (q) “**Market Rental Units**” has the meaning given to it in Recital C;
  - (r) “**Notice**” has the meaning given to it in Section 2.02;
  - (s) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands, whether such permit is temporary, conditional or final;
  - (t) “**Owner**” has the meaning ascribed to it on the first page 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;
  - (u) “**Parkade**” has the meaning given to it in Recital B;
  - (v) “**Rental Housing**” means a dwelling unit that is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public at arms’ length, for use as residential rental accommodation on a month-to-month or longer basis, excluding rentals for purposes of Tourism Accommodation (as such term is defined in the Zoning By-law) and excluding rentals for any less than 30 consecutive days, in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
  - (w) “**Rental Units**” has the meaning given to it in Recital B;
  - (x) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
  - (y) “**Rezoning Application**” has the meaning given to it in Recital B;
  - (z) “**Rezoning By-law**” means the City of Surrey Zoning Amendment Bylaw No. 20052 enacted as a result of the Rezoning Application;
  - (aa) “**Term**” has the meaning ascribed thereto in Section 2.01;
  - (bb) “**Zoning By-law**” means the City’s Zoning By-law 12000, as amended, replaced, or replaced from time to time.

## **ARTICLE II. TERM AND NOTICE**

### **Section 2.01 Term**

The term (the “**Term**”) of this Agreement will commence on the Commencement Date and will end on the earlier of: (i) the date that is twenty (20) years from the date when an Occupancy Permit is issued for the originally constructed Rental Units; and (ii) the time when the Owner, acting reasonably, determines, that it is not economical to repair or restore the Building or to keep and maintain the Building in a tenable condition to the standard required by this Agreement, and in such event, the City will abandon, surrender, and release the Owner from this Agreement and, at the Owner’s expense, cause the Notice to be removed from the title to the Lands.

This Agreement will automatically terminate at the end of the Term and the City will execute, in registrable form and deliver to the Owner for filing in the applicable land titles office, a discharge of this Agreement and the Notice from title to the Lands at such time.

### **Section 2.02 Notice of Housing Agreement**

The Owner acknowledges that the City may file in the Land Title Office on title to the Lands a notice (the “**Notice**”) of this Agreement and any amendments made thereto from time to time in accordance with Section 5.07.

## **ARTICLE III. RESTRICTIONS ON AND CONDITIONS OF USE**

### **Section 3.01 Owner’s Covenants**

The Owner covenants and agrees that throughout the Term:

- (a) the Lands and the Rental Units, will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) not less than five percent (5%) of the Rental Units (being not less than 5 Rental Units) will be used, at all times, only as Affordable Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (c) the Market Rental Units will be used only as Market Rental Housing in accordance with the Rezoning By-law, the Development Permit and the requirements of this Agreement;
- (d) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Rental Units or any portion thereof, to be sold or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) the Owner will insure, or cause to be insured, the Building, and all parts thereof to the full replacement cost against perils normally insured against in the City by

- reasonable and prudent owners of similar buildings and lands. Notwithstanding the foregoing, the Owner shall be permitted to self-insure and provide the City with confirmation of same;
- (f) unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Rental Units in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental buildings of similar age and character in the City of Surrey from time to time and will comply with the same, including health and safety standards applicable to the Rental Units; and
  - (g) during the Term, the Owner will not demolish the Building or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City, acting reasonably.

#### **ARTICLE IV. INDEMNITY, RELEASE, DEFAULT AND REMEDIES**

##### **Section 4.01 Indemnity**

The Owner will and does hereby indemnify and save harmless the City and the City Personnel 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 Owner to comply with the terms and conditions of this Agreement, except to the extent that any such claims, demands, actions, damages, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.02 Release**

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 the City Personnel 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, except to the extent that any such claims, demands, actions, damages, economic losses, costs or liabilities are caused by or contributed to by the City or any City Personnel.

##### **Section 4.03 Remedies**

The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner materially defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its material obligations contained in this Agreement and doing or carrying out a material act contrary to the Owner's obligations contained in this Agreement:

- (a) the Owner shall rectify such material default within 45 days after receipt of written notice of such material default to the Owner by the City, provided that if as a result of the nature of the default the Owner is unable to rectify such default within this



- time period, the time period shall be extended for such period of the delay as may be reasonable in the circumstances as determined by the Owner, provided the Owner is diligently proceeding to rectify the default;
- (b) if the Owner fails to take such positive action as the City considers necessary, acting reasonably, to rectify any material default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
  - (c) the Owner shall pay to the City, on written demand, the costs (including actual solicitor's fees, disbursements and taxes thereon) incurred by the City to obtain a court order pursuant to Section 4.03(b), and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such written demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

#### **Section 4.04 Survival of Release and Indemnity**

The release and indemnity in this Article IV will remain effective, and will survive any modification, discharge or partial discharge of any or all of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise, provided that following the expiration of the Term the release and indemnity shall lapse except in respect of any claims, notice of which is provided to the Owner prior to such expiration as a result of a breach by the Owner occurring during the Term.

### **ARTICLE V. GENERAL PROVISIONS**

#### **Section 5.01 Interpretation.**

In this Agreement:

- (a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require.
- (c) The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References to the or this "Agreement" and the words "hereof", "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

### **Section 5.02 Records**

The Owner will keep accurate records pertaining to the use and occupancy of the Rental Units as necessary to reasonably demonstrate compliance by the Owner with the requirements of this Agreement, such records to be to the satisfaction of the City, acting reasonably. At the request of the City, from time to time, the Owner will make such records available for inspection. The City will comply with the Owner's statutory obligations and internal privacy policies with respect to privacy of such information, and will indemnify and save harmless the Owner 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 City or the City Personnel to comply with the such statutory obligations or privacy policies with respect to privacy of such information.

### **Section 5.03 Legislation.**

Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

### **Section 5.04 Time.**

Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time.

### **Section 5.05 No Effect on Rights.**

Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

### **Section 5.06 Benefit of City.**

The City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

### **Section 5.07 Agreement Runs with the Lands.**

Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner

and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

**Section 5.08 Limitation on Owner's Obligations.**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered and/or beneficial owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered nor beneficial owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered and/or beneficial owner of the Lands or such portions thereof, as the case may be.

**Section 5.09 Partial Discharge.**

The Owner and the City acknowledge and agree that this Agreement and the Notice are only intended to apply to the Rental Units and not to the Parkade or any common property or amenity building in the Development. The City covenants and agrees that concurrently with the registration of any subdivision plan (including an airspace subdivision plan, or a strata plan pursuant to the *Strata Property Act* (British Columbia)) that creates a separate legal parcel or parcels for any of the Parkade or any common property in the Development, or as a result of the subdivision of the Lands to create a separate legal parcel for the site of the Development, the City will execute in registrable form and deliver to the Owner for filing in the applicable land title office, a discharge of this Agreement and the Notice from title to the parcel so created that does not include any of the Rental Units or any portion thereof.

**Section 5.10 Enurement.**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**Section 5.11 Further Assurances.**

The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**Section 5.12 Governing Law.**

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.

**Section 5.13 Severability.**

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**Section 5.14 Waiver.**

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

**Section 5.15 No Fiduciary Relationship.**

Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

**Section 5.16 Joint and Several.**

[Intentionally deleted.]

**Section 5.17 Survival.**

[Intentionally deleted.]

**Section 5.18 Notice.**

Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

**Section 5.19 Owner's Representations and Warranties.**

The Owner represents and warrants to and covenants and agrees with the City that:

- (a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and the bind all legal and beneficial interests in the title to the Lands with the interests in lands created hereby;
- (b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber all legal and beneficial interests to the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**Section 5.20 Counterparts.**

This Agreement may be executed and delivered by the parties hereto in one or more counterparts.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C – General Instrument to which this Agreement is attached as of the date first written above.

**METRO VANCOUVER HOUSING CORPORATION**, by its authorized signatory:

**CITY OF SURREY**, by its authorized signatories:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

BYLAW NO. 20052

A bylaw to amend "Surrey Zoning By-law, 1993, No. 12000", as amended  
.....

THE COUNCIL of the City of Surrey ENACTS AS FOLLOWS:

- 1. Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby further amended, pursuant to the provisions of Section 479 of the Local Government Act, R.S.B.C. 2015 c. 1, as amended by changing the classification of the following parcels of land, presently shown upon the maps designated as the Zoning Maps and marked as Schedule "A" of Surrey Zoning By-law, 1993, No. 12000, as amended as follows:

FROM: MULTIPLE RESIDENTIAL 45 ZONE (RM-45)

TO: COMPREHENSIVE DEVELOPMENT ZONE (CD)

Portion of Parcel Identifier: 007-797-991  
Lot 212 Section 33 Block 5 North Range 1 West New Westminster District Plan 60058 as shown on the Survey Plan attached hereto and forming part of this Bylaw as Schedule A, certified correct by Michael Rinsma, B.C.L.S. on the 31<sup>st</sup> day of March, 2020, containing 5,542.9 square metres, called Block A.

(Portion of 15243 – 99 Avenue)

(hereinafter referred to as the "*Lands*")

- 2. The following regulations shall apply to the *Lands*:

**A. Intent**

This Comprehensive Development Zone is intended to accommodate and regulate the development of a medium *density*, medium-rise, *multiple unit residential building* and related *amenity spaces*, which are to be developed in accordance with a *comprehensive design*.

**B. Permitted Uses**

The *Lands* and *structures* shall be used for the following uses only, or for a combination of such uses:

- 1. *Multiple unit residential buildings* and *ground-oriented multiple unit residential buildings*.

2. *Child care centres*, provided that such centres:
  - (a) Do not constitute a singular use on the *lot*; and
  - (b) Do not exceed a total of 3.0 square metres [32 sq. ft.] per *dwelling unit*.

**C. Lot Area**

Not applicable to this Zone.

**D. Density**

For the purpose of *building* construction:

1. The maximum *density* shall not exceed a *floor area ratio* of 0.1 or a *building* area of 300 square metres, whichever is smaller. The maximum *density* may be increased to that prescribed in Sections D.2 and D.3 of this Zone if amenity contributions (specifically affordable housing and capital projects) are provided in accordance with Schedule G, Sections A and B of Surrey Zoning By-law, 1993, No. 12000, as amended. As specified in Schedule G of Surrey Zoning By-law, 1993, No. 12000, as amended, amenity contributions are exempt for purpose-built rental units where accompanied by a Housing Agreement.
2. The *floor area ratio* shall not exceed 1.35 and the *unit density* shall not exceed 155 *dwelling units* per hectare [63 u.p.a.].
3. The indoor *amenity space* required in Sub-section J.1(b) of this Zone is excluded from the calculation of *floor area ratio*.

**E. Lot Coverage**

The *lot coverage* shall not exceed 35%.

## F. Yards and Setbacks

1. *Buildings and structures* shall be sited in accordance with the following minimum *setbacks*:

	<b>Setback</b>	North	South	East	West
		<i>Yard</i>	<i>Yard</i>	<i>Yard</i>	<i>Yard</i>
<b>Use</b>					
<i>Principal Buildings</i>		7.5 m.	4.5 m.	0 m.	7.5 m.
<i>Accessory Buildings and Structures</i>		[25 ft.]	[15 ft.]	[0 ft.]	[25 ft.]

Measurements to be determined as per Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

2. Notwithstanding Sub-section A.3(d) of Part 5 Off-Street Parking and Loading/Unloading of "Surrey Zoning By-law, 1993, No. 12000", as amended, a *parking facility - underground* may be located up to 0.5 metre [1.6 ft.] from any *lot line*.

## G. Height of Buildings

Measurements to be determined as per Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

1. *Principal buildings*: The *building height* shall not exceed 15 metres [50 ft.].
2. *Accessory buildings and structures*: The *building height* shall not exceed 4.5 metres [15 ft.].

## H. Off-Street Parking

1. Resident and visitor *parking spaces* shall be provided in accordance with Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended.
2. Notwithstanding Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended, resident *parking spaces* shall be provided at a ratio of 1.0 *parking spaces* per *dwelling unit*.
3. Notwithstanding Part 5 Off-Street Parking and Loading/Unloading of Surrey Zoning By-law, 1993, No. 12000, as amended, visitor *parking spaces* shall be provided at a ratio of 0.22 *parking spaces* per *dwelling unit*.
4. All required resident *parking spaces* shall be provided as *underground parking*.
5. *Tandem parking* is not permitted.



## I. Landscaping

1. All developed portions of the *lot* not covered by *buildings, structures* or paved areas shall be landscaped including the retention of mature trees. This *landscaping* shall be maintained.
2. Along the developed sides of the *lot* which abut a *highway*, a continuous *landscaping* strip of not less than 1.5 metres [5 ft.] in width shall be provided within the *lot*.
3. The boulevard areas of *highways* abutting a *lot* shall be seeded or sodded with grass on the side of the *highway* abutting the *lot*, except at *driveways*.
4. Garbage containers and *passive recycling containers* shall be screened to a height of at least 2.5 metres [8 ft.] by *buildings*, a *landscaping* screen, a solid decorative fence, or a combination thereof.

## J. Special Regulations

1. *Amenity space*, subject to Section B.1, Part 4, General Provisions, of "Surrey Zoning By-law, 1993, No. 12000", as amended, shall be provided on the *lot* as follows:
  - (a) Outdoor *amenity space*, in the amount of 3.0 square metres [32 sq. ft.] per *dwelling unit*, plus 4.0 sq. m. [43 sq. ft.] per lock-off suite;
  - (b) Outdoor *amenity space* shall not be located within the required *setbacks*;
  - (c) Indoor *amenity space*, in the amount of 3.0 square metres [32 sq. ft.] per *dwelling unit*, plus 4.0 square metres [43 sq. ft.] per lock-off suite; and
  - (d) Indoor *amenity space* devoted to a *child care centre* shall be a maximum of 1.5 sq. m. per *dwelling unit*.
2. *Child care centres* shall be located on the *lot* such that these centres:
  - (a) Are accessed from a *highway*, independent from the access to the residential uses permitted in Section B of this Zone; and
  - (b) Have direct access to an *open space* and play area within the *lot*.
3. *Balconies* are required for all *dwelling units* which are not *ground-oriented* and shall be a minimum of 5% of the *dwelling unit* size or 4.6 square metres [50 sq. ft.] per *dwelling unit*, whichever is greater.

**K. Subdivision**

*Lots* created through subdivision in this Zone shall conform to the following minimum standards:

<b>Lot Size</b>	<b>Lot Width</b>	<b>Lot Depth</b>
5,500 sq. m. [1.36 acre]	60 metres [197 ft.]	80 metres [262 ft.]

Dimensions shall be measured in accordance with Section E.21 of Part 4 General Provisions of Surrey Zoning By-law, 1993, No. 12000, as amended.

**L. Other Regulations**

In addition to all statutes, bylaws, orders, regulations or agreements, the following are applicable, however, in the event that there is a conflict with the provisions in this Comprehensive Development Zone and other provisions in "Surrey Zoning By-law, 1993, No. 12000", as amended, the provisions in this Comprehensive Development Zone shall take precedence:

1. Definitions are as set out in Part 1 Definitions of "Surrey Zoning By-law, 1993, No. 12000", as amended.
2. Prior to any use, the *Lands* must be serviced as set out in Part 2 Uses Limited, of "Surrey Zoning By-law, 1993, No. 12000", as amended and in accordance with the servicing requirements for the RM-45 Zone as set forth in the "Surrey Subdivision and Development By-law, 1986, No. 8830", as amended.
3. General provisions are as set out in Part 4 General Provisions of "Surrey Zoning By-law, 1993, No. 12000", as amended.
4. Additional off-street parking requirements are as set out in Part 5 Off-Street Parking and Loading/Unloading of "Surrey Zoning By-law, 1993, No. 12000", as amended.
5. Sign regulations are as set out in "Surrey Sign By-law, 1999, No. 13656", as amended.
6. Special *building setbacks* are as set out in Part 7 Special Building Setbacks, of "Surrey Zoning By-law, 1993, No. 12000", as amended.
7. *Building* permits shall be subject to the "Surrey Building Bylaw, 2012, No. 17850", as amended.
8. *Building* permits shall be subject to "Surrey Development Cost Charge Bylaw, 2018, No. 19478", as may be amended or replaced from time to time, and the development cost charges shall be based on the RM-45 Zone.
9. Tree regulations are set out in "Surrey Tree Protection Bylaw, 2006, No. 16100", as amended.

- 10. Development permits may be required in accordance with the "Surrey *Official Community Plan* By-law, 2013, No. 18020", as amended.
- 11. Provincial licensing of *child care centres* is regulated by the Community Care and Assisted Living Act S.B.C. 2002, c. 75, as amended, and the Regulations pursuant thereto including without limitation B.C. Reg 319/89/213.

3. This Bylaw shall be cited for all purposes as "Surrey Zoning Bylaw, 1993, No. 12000, Amendment Bylaw, 2020, No. 20052".

PASSED FIRST READING on the            th day of            , 20 .

PASSED SECOND READING on the            th day of            , 20 .

PUBLIC HEARING HELD thereon on the            th day of            , 20 .

PASSED THIRD READING on the            th day of            , 20 .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the            th day of            , 20 .

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

# PROPOSED SUBDIVISION PLAN OVER LOT 212 SECTION 33 BLOCK 5 NORTH RANGE 1 WEST NWD PLAN 60058

Schedule A

**CIVIC ADDRESS:**

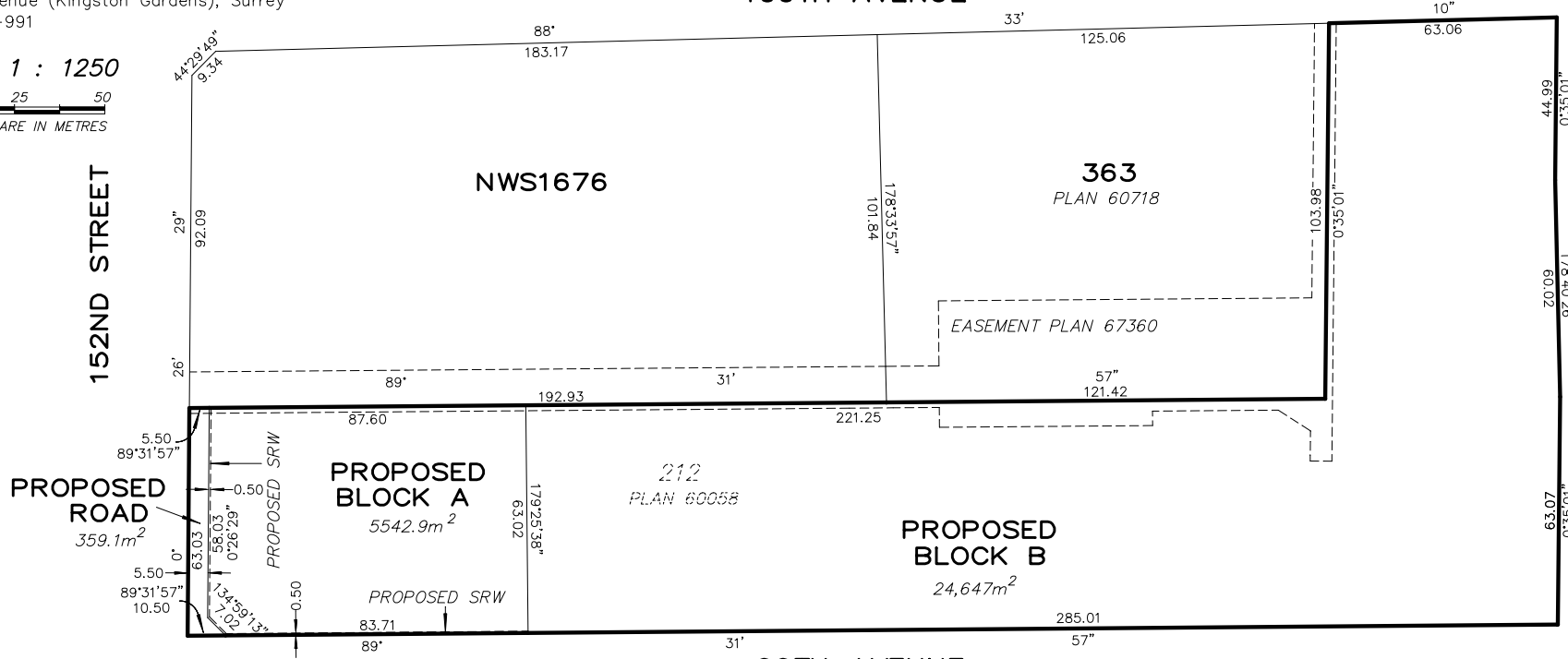
15385 99th Avenue (Kingston Gardens), Surrey  
PID: 007-797-991

100TH AVENUE

SCALE 1 : 1250  
10 5 0 25 50  
ALL DISTANCES ARE IN METRES



152ND STREET



154TH STREET

Pcl. 1  
PLAN LMP49620

**NOTES:**

Lot dimensions are derived from Field Survey. PLAN 31657

If this plan is used in digital form, Target Land Surveying (NW) Ltd. will only assume responsibility for information content shown on original unaltered drawing.

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Target Land Surveying (NW) Ltd. accepts no responsibility or liability for any damages that may be suffered by a third party as a result of any decisions made, or actions taken based on this document.

Parcels shown contain the following non-financial charges on title:

LOT 212: STATUTORY RIGHT OF WAY (W42189)  
COVENANT (X9193)

LOT 363: STATUTORY RIGHT OF WAY (T63180)  
COVENANT (X9193)

NWS1676 (COMMON PROPERTY): STATUTORY RIGHT OF WAY (T84068)



FILE: N3586 TOPO-METRIC-R4-Block

THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED