

CITY OF
LANGLEY



EXPLANATORY MEMO

HOUSING AGREEMENT BYLAW, 2024, NO. 3279

The purpose of Housing Agreement Bylaw No. 3279 is to secure eight replacement rental apartment units required under Policy 1.16.1 of the Official Community Plan in connection with a proposed 75-unit apartment development at 20200 – 54A Avenue (David Eaton Architect Inc.). The housing agreement and integral restrictive covenant (attached as Schedule “A”) will ensure that the rental tenure of the affected units is secured for the life of the building. The agreement was reviewed by the City’s solicitors and its format and basic wording can be used as a template for future rental tenure protection housing agreements. Under Section 483 of the *Local Government Act*, housing agreements must be entered into by bylaw.

CITY OF
LANGLEY



HOUSING AGREEMENT BYLAW, 2024

BYLAW No. 3279

A Bylaw to enter into a housing agreement under Section 483 of the *Local Government Act*.

WHEREAS Council may, by bylaw, authorize the City to enter into a housing agreement under Section 483 of the *Local Government Act*,

NOW THEREFORE, the Council of the City of Langley, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as "Housing Agreement Bylaw, 2024, No. 3279".
2. Council hereby authorizes the City of Langley to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, substantially in the form attached as Schedule "A" to this Bylaw (the "Housing Agreement"), in respect of the lands legally described as follows:

PID: 032-186-703
Lot A, District Lot 305, Group 2, New Westminster District,
Plan EPP133022

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the signed Housing Agreement.

READ A FIRST, SECOND AND THIRD TIME this twenty-ninth day of April, 2024.

FINALLY ADOPTED this ----- day of -----, 2024.

MAYOR

CORPORATE OFFICER

SCHEDULE "A"

**HOUSING AGREEMENT AND SECTION 219 COVENANT
SP (LINWOOD) HOLDINGS INC. (20200 – 54A AVENUE)**



1. Application

**FASKEN MARTINEAU DUMOULIN LLP
BARRISTERS AND SOLICITORS
#1800 - 13401 108 AVENUE
SURREY BC V3T 5T3
604.631.6473**

File No.: 329974.00033
City of Langley File Number: RZ 01-23

2. Description of Land

PID/Plan Number	Legal Description
032-186-703	LOT A DISTRICT LOT 305 GROUP 2 NEW WESTMINSTER DISTRICT PLAN EPP133022

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219
PRIORITY AGREEMENT		Granting covenant filed herein priority over Mortgage CB580411 and Assignment of Rents CB580412

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SP (LINWOOD) HOLDINGS INC., NO.BC1364980
CANADIAN WESTERN BANK

6. Transferee(s)

**CITY OF LANGLEY
20399 DOUGLASCRESCENT
LANGLEY BC V3A 4B3**

7. Additional or Modified Terms






8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
 SIPEI (REBECCA) LIANG A Commissioner for Taking Affidavits for British Columbia Suite 1800, 13401 108 Avenue Surrey, BC V3T 5T3 Expiry Date: December 31, 20 26	YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">2024-04-10</div>	SP (LINWOOD) HOLDINGS INC. By their Authorized Signatory  Print name: Kareem Jatha

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Harvir Grewal Manager, Real Estate Lending  Harvir Grewal A Commissioner for taking Affidavits for British Columbia Unit 100 - 5455 152 Street Surrey, BC V3S 5A5 Expiry: December 31, 20 25	YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">2024-04-11</div>	CANADIAN WESTERN BANK By their Authorized Signatory  Print name: Amrit Sekhon Senior Manager, Real Estate Lending  Print name: Kunal Sharma AVP, Real Estate Lending

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF LANGLEY
By their Authorized Signatory

Print name:

Print name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2
HOUSING AGREEMENT & 219 COVENANT

THIS AGREEMENT made the 22nd day of March 2024 is

BETWEEN:

CITY OF LANGLEY
20399 Douglas Crescent,
Langley, BC V3A 4B3

(the "City")

AND:

SP (LINWOOD) HOLDINGS INC., INC.NO. BC1364980.
3432 199 STREET
LANGLEY, BC V3A 1H6

(the "Owner")

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Langley, in the Province of British Columbia, legally described as:
- Parcel Identifier: 032-186-703
LOT A DISTRICT LOT 305 GROUP 2 NEW WESTMINSTER DISTRICT PLAN
EPP133022
- (the "Lands");
- B. The Owner proposes to use the Lands for constructing a single 6-storey building with 75 Dwelling Units (the "Development");
- C. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;
- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of a municipality in respect of the use of, construction on, and subdivision of land;
- E. The Owner has voluntarily agreed to enter into this Agreement pursuant to Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act*, to ensure that the Rental Units (as defined herein) are constructed and used in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree, pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, as follows:

DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) **"Agreement"** means this Agreement and any amendments to or modifications of the same;
 - (b) **"City"** means the City of Langley and any person authorized by the City of Langley, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Langley by this Agreement;
 - (c) **"City Personnel"** means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, and invitees;
 - (d) **"Claims and Expenses"** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity;
 - (e) **"Close Relation"** means a spouse, parent, child, or sibling, whether related by blood, marriage, or adoption, of the Owner;
 - (f) **"Dwelling Unit"** means a residential dwelling unit located or to be located on the Lands;
 - (g) **"Owner"** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" means the legal and beneficial owner of a Rental Unit; and
 - (h) **"Rental Unit"** means a Dwelling Unit in the Development designated pursuant to this Agreement for residential rental purposes only.

2. RESTRICTIONS ON THE LANDS

- 2.1 The Lands must not be used except in accordance with this Agreement.
- 2.2 The Lands must not be built upon or developed in any way unless such building or development includes and substantially conforms with the design plans, dated July 19th,

2023 prepared by David Eaton Architect Inc., pages A-15 to A-20, attached as Schedule B (the "Design Plans").

- 2.3 Subsequent to any subdivision of the Lands creating separate legal parcels from any portion of the Lands which includes a Rental Unit, the owner in fee simple of such separate legal parcels will provide to the City a discharge of this Agreement, and the City will execute that discharge and return it to that owner for registration with the relevant land title office, such that those portions of the Lands which do not contain Rental Units will no longer be subject to this Agreement.

3. RESTRICTION ON OCCUPANCY OF RENTAL UNITS

- 3.1 The Dwelling Units identified in Schedule A are Rental Units.
- 3.2 A Rental Unit must only be used as a residence occupied pursuant to a tenancy agreement validly entered into under the *Residential Tenancy Act*, and in accordance with this Agreement;
- 3.3 The Rental Units must not be occupied as a residence by the Owner, or a Close Relation.
- 3.4 The Rental Units must not be rented or used at any time for the purpose of short-term vacation rental, or for a term less than 30-days.
- 3.5 The City may, from time to time request the Owner to provide written proof of compliance with this Agreement, and such Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City, including as declaration made under oath.
- 3.6 The management and operation of the Rental Unit must comply with all applicable laws, including the *Residential Tenancy Act*, City bylaws, and any health and safety standards applicable to the Lands.

4. LIABILITY

- 4.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 4.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, 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 and affected by this Agreement.

5. **NOTICE**

- 5.1 **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the City addressed to:

City of Langley
20399 Douglas Crescent
Langley, BC
V3A 4B3

Attention: Development Services Department

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

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

6. **GENERAL**

- 6.1 **Housing Agreement.** The Owner acknowledges and agrees that:
- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
 - (b) the City may file notice of, and register, this Agreement in the Land Title Office pursuant to section 483(5) of the *Local Government Act* against the title to the Lands.
- 6.2 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 6.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 6.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 6.5 **Municipal Permits** – the Owner agrees that the City may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
- 6.6 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 6.7 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 6.8 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 6.9 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 6.10 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.
- 6.11 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 6.12 **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators,

successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

- 6.13 **Limitation on Owner's Obligations.** Notwithstanding anything in this Agreement, the Owner shall not be liable under any of the covenants and obligations contained herein where such liability arises after the Owner ceases to have any further interest in such Rental Unit.
- 6.14 **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.
- 6.15 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 6.16 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 6.17 **Interpretation.** In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (g) time is of the essence;
 - (h) all provisions are to be interpreted as always speaking;
 - (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;

- (j) reference to a "day", "month", or "year" is a reference to a calendar day, calendar month, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

6.18 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

6.19 **Schedules.** The following schedules are attached and form an integral part of this Agreement:

- (a) Schedule A – Rental Units;
- (b) Schedule B – Design Plans.

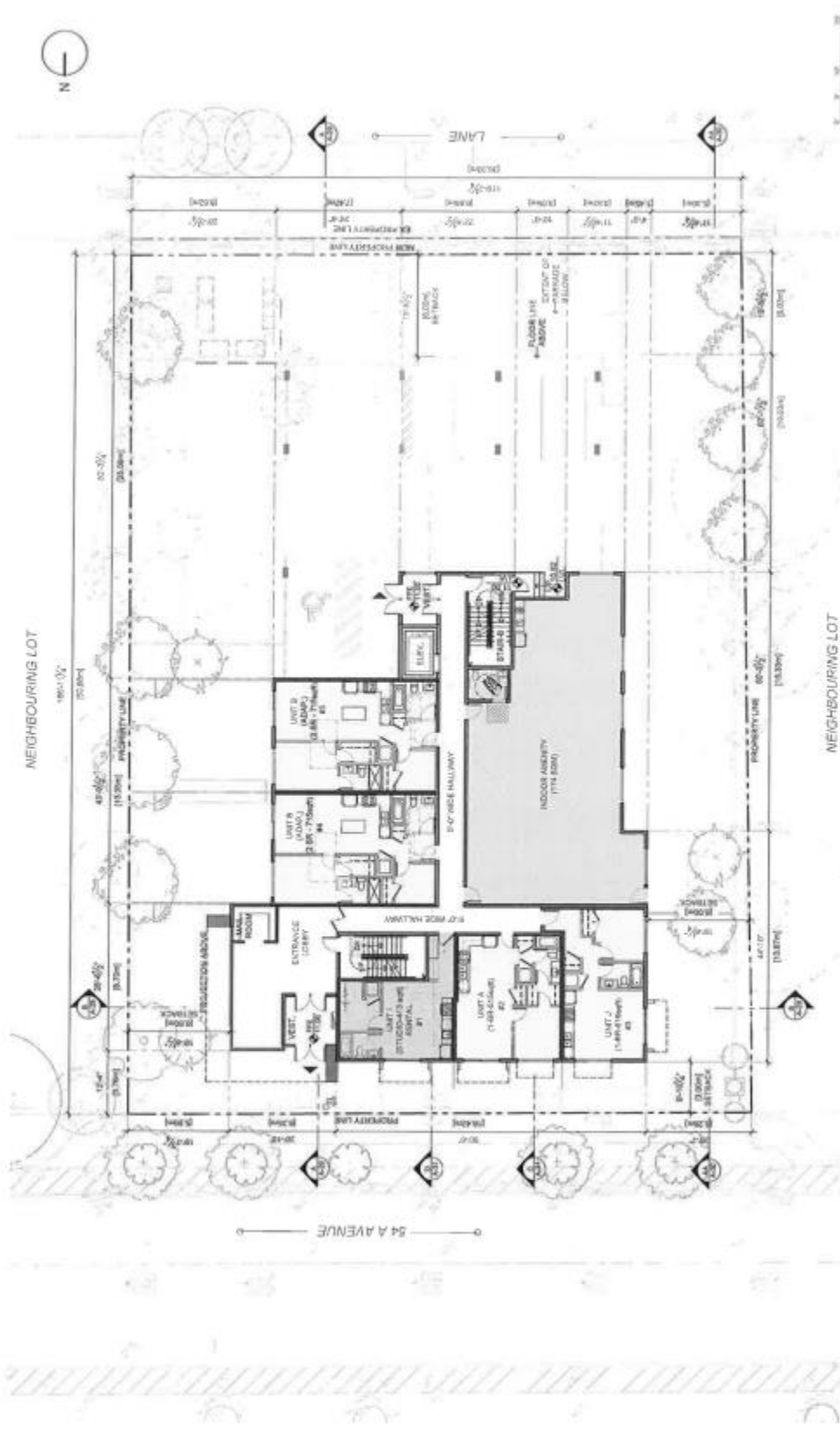
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C which is attached to and forms part of this Agreement.

SCHEDULE A RENTAL UNITS

The following Dwelling Units, as identified in the Design Plans, are designated Rental Units:

- Main Floor Plan:
 - UNIT I (STUDIO-413 sqft) RENTAL #1
- Second Floor Plan:
 - UNIT H1 (JR-2 BR-594 sqft) RENTAL #12
 - UNIT I (STUDIO-413 sqft) RENTAL #11
 - UNIT C (JR 1 BR-489 sqft) RENTAL #8
 - UNIT C (JR 1 BR-489 sqft) RENTAL #7
- Third Floor Plan:
 - UNIT I (STUDIO-413 sqft) RENTAL #25
- Fourth Floor Plan:
 - UNIT I (STUDIO-413 sqft) RENTAL #39
- Sixth Floor Plan:
 - UNIT F (JR 2 BR-727 sqft) RENTAL #73

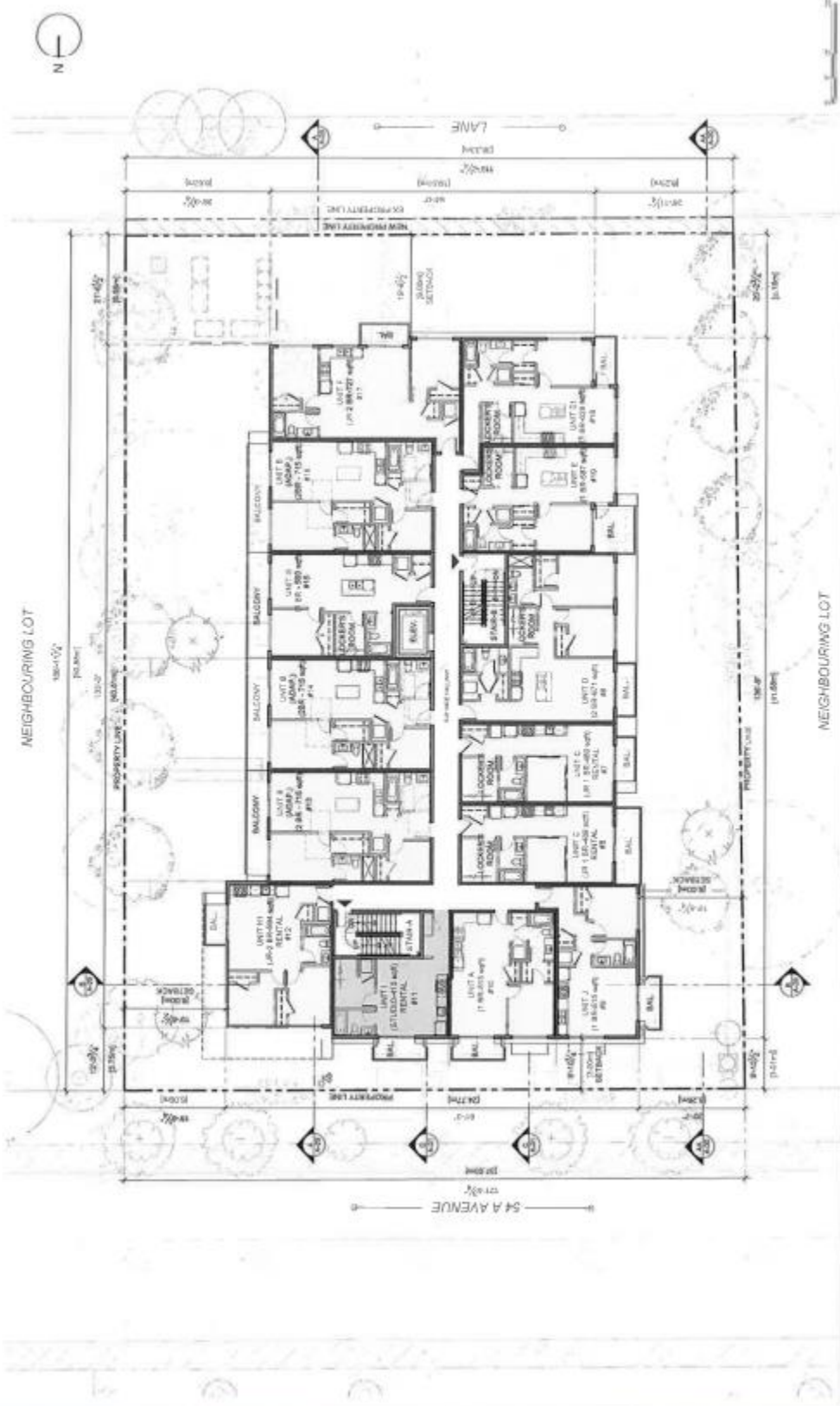
SCHEDULE B
DESIGN PLANS



DAVID EATON ARCHITECTURE INC.
 RESPONSE TO JRP COMMENTS
 2024.4.2022 SVA 13.1.14.8
 LANDLIFT, BRITISH COLUMBIA

MAIN FLOOR PLAN

A-15





NEIGHBOURING LOT



NEIGHBOURING LOT

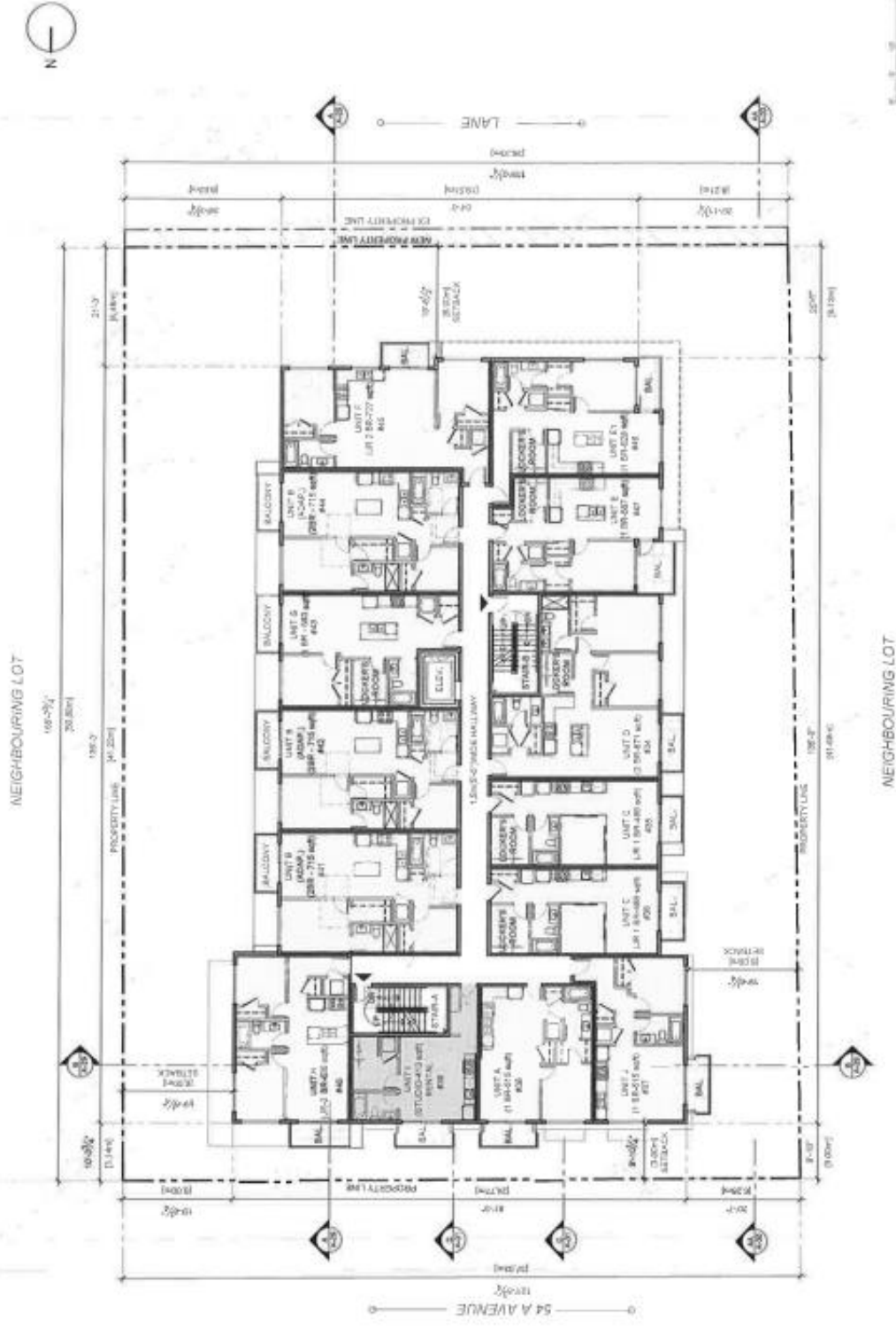


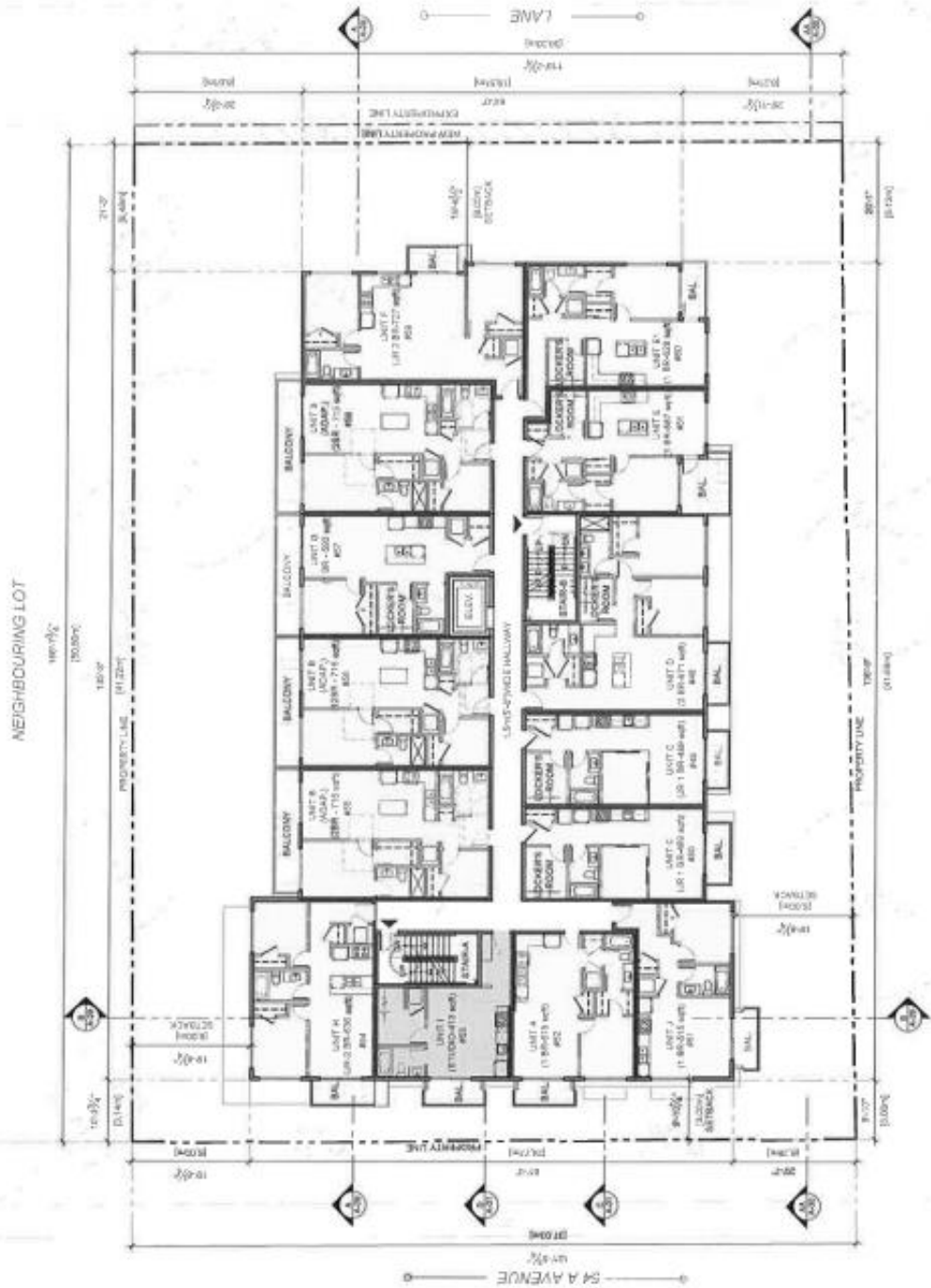
DAVID EATON
ARCHITECTS INC.

RESPONSE TO ADP COMMENTS
NOV 17, 2023
ADP F0000682-00-000

THIRD FLOOR PLAN

MULTIFAMILY DEVELOPMENT
3011-1570 S. 44th Ave
JANESVILLE, WISCONSIN





NEIGHBOURING LOT

NEIGHBOURING LOT

RESPONSE TO ADP COMMENTS
JAN 19, 2023
ADP Transmittal - 7.rvt



FIFTH FLOOR PLAN

MULTIFAMILY DEVELOPMENT
2023.1.20.23 04:54:04
JAN 23 - 24/10/23 03:14:58

A-19



NEIGHBOURING LOT

166'-3 3/4"

13'-0"

13'-0"

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54 AVENUE

LANE

NEIGHBOURING LOT



DAVID EATON
ARCHITECTS

RESPONSE TO ADP COMMENTS
JOB #7-303
ADP PARTICIPATION PLAN

SIXTH FLOOR PLAN

MULTI-FAMILY DEVELOPMENT
LANDLORD: UNITED COLLEGE

A-20

CONSENT AND PRIORITY AGREEMENT

PRIORITY AGREEMENT

WHEREAS:

- A. **CANADIAN WESTERN BANK** (the "**Chargeholder**") is the holder of a mortgage and assignment of rents (the "**Financial Charges**") encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the New Westminster Land Title Office as Mortgage CB580411 and Assignment of Rents CB580412; and
- B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (the "**City's Charge**") which is or will be registered against title to the lands.

NOW THEREFORE for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby grants to the City priority for the City's Charges over all the Chargeholder's right, title and interest in and to the lands as if the City's Charges had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

